Previous References. 118 [illegible]

Later References 6 118-37-(1-6)

PRESERVED 201

MYSORE GOVERNMENT SECRETARIAT

Serial Nos

Part B for Feb 1935

SUBJECT

Grant of lands in Bhoganahalli village, Bangalore Taluk for the construction of a polytechnical and industrial school by the Roman Catholic mission

WD 06701—GPB—25 000—11 8 54

GEN 186 JULY 1932 I & G BRANCH

Memo

DEWANS MINUTE

FILE No 193

DEWAN'S OFFICE 1931 JUL 1932

General Secy

Re ~~Rev Father~~ Brian's application for a contribution from Govt to enable him to purchase a site for his proposed school on the Mysore road

Would it not be possible to give him something for this purpose out of the amount lying from the contribution payable to him under the ordinary rules?

or I should like to help him to the utmost possible extent to realise his ambition. I am sure the school would be of immense benefit to the City of Bangalore

Refer along

8/7/32

Jm
8-7-32

A reference file no 23-28-107 is noted - the point referred to at B. has been dealt with in the Education Branch

Jm 8/7 [illegible]

In this Office letter no 15283 dt 28/1/32 Father Brian was informed that the cost of acquisition of the land required by him for the proposed school was estimated

Serial No

at Rs 2 and the Govt would let proceed with the matter if he was agreeable to pay the actual cost of acquisition. Father Briand wrote back on 20th April 32 saying that the payment of such a large sum would handicap them at the very start and requested, in view of the great good which the proposed institution would be to the poor boy population of the city, that a grant of two thirds of the amount in question – one third as part of the cost of acquisition and one third to be adjusted later on from building grant – might be sanctioned so as to enable them to proceed with their work immediately. In reply he was informed on 19 5 32 that Govt regret that under the present conditions no grant can be given as requested.

What was the?

RB 11/7/32

GENERAL SECRETARY'S 8 JULY 1932 No

(Govt decy)

~~I wrote to the~~

RB 11/7/32

5 9 Sub D. thus to the Secretariat today. He said he would arrange to meet Father Briand and another gentleman a Parsi on 3 30 pm this a tell

RB 13/7/32

Dy Secy

13 JULY 1932 420

RB 13/7/32

13/7/32

L 186

File No 79 of 1932

General and Revenue Secretariat

7. The draft letter to Father Brand Hugh
Kerwot approved. As soon as it issues,
I shall take steps for acquiring the lands
for grant to Dirny's & Brand on Dirny's
lands to the mission

A

RJ
(5) 7-7-32
Ann 1977

Dr. Hd mem

16 JUL 1932
552

Grant appd
16-7-32

(awaiting of confirm
issue of orders)

issue

~~A (These orders issue after the confirmation
of the Brand)~~

RJ
(16) 7-7
Issue Notes Ann 1677

(Fair copy to be sent to Secy for the signature)

Issued 496 of 16/7/1932. To Rev. Father Brand Bangalore City. States that Government would make a grant of Rs 3000/- out of which Rs 1500/- will be paid during the current year, which will be utilized for acquiring the land, the rest being granted when the scheme is completed and just soon after the land is given possession, he would proceed with the construction of buildings

2

RJ
16/7

Serial No

What is required to ~~bring the scheme into operation~~ give effect to the proposals in the note above is the acquisition of 43 acres and 29 guntas of land in Jodi Kempapur village, by means of the provisions of the Land Acquisition Regulation Since this acquisition is for a company, there is no legal difficulty at all in the case, for section 6 expressly authorises acquisition of lands for a company and no question as to the acquisition being for a public purpo arises in such cases

12 The preliminary notification under section 4 may atonce issue and if necessary Government may authorise an Officer of the company under section 38 to exercise the powers, to enter upon and survey the land, conferred by section 4(2) of the Regulation The Deputy Commissione has then to send the report required under section 40 and the company has to execute the agreement prescribed in section 41, before the final declaration under secti 6 can be made In this agreement, the company may undertake to hand over possession to Government of the 13 acres and 32 guntas of its land needed for the Schoo instead of paying to Government the cost of acquisition

13 As soon as this agreement is executed, action may be taken under section 6 and if the matter is urgen possession may also be taken using the powers vested in [illegible] The company may then be called upon to put Government in possession of its lands as agreed upon an execute the necessary transfer deeds as required by law and immediately this is done, Government may transfer to the company the lands acquired in Jodi Kempapur

14 Since now the Binny Bill lands transferred to Government become Government lands, they can be easily given over to Father Briand for the proposed school, the conditions of the grant being incorporated in a registered agreement to be executed by the Father

15 Before adopting the procedure suggested above it is desirable to have an investigation as to the title of the Binny Mill, to the 13 acres and 32 guntas of the land proposed to be given over to the school

10/9
15/7

Serial No	
3	Letter Dy 25 8 32 from Father Briand asking for greater help in the circumstances explain
	16) The draft reply to Father Briand put up by the Sec'tary may be for reply as revised by him and put up before this evening
Issued with 1593-43/832	17) The draft to the DC Bangalore put up as instructed by the Sec'tary may be issued at once, keeping a fair draft on the file
	Letter to the DC Bangalore has been issued
	18 (as) Fair draft of the letter to Father Briand is sent as directed
	(Sec'tary)
	19 Please put up fair draft as revised
	20 Typed draft as revised is put up
	(Sec'tary)
	21 Fair copy
	II Member
	22 Approved
	Acts issue with effect please
	23

CENTRAL SECRETARY 31 AUG 1932

5 SEP 1932 No 1816

L 890

File No 79 of 1932 | General and Revenue Secretariat

Issued vide 1793-7 6/9/32 To Rev Fakir B. m Bn and Request him among other things to intimate when he is going to start building operations, so that he may be put in possession of the land

Resubmitted after issue as directed

6/9/32 Sec Secy

26) The General Secretary directed that action may be taken as follows —

(i) To write to the Binny Mills regarding the decision of Govt

(ii) To ascertain from the Dy Com, Bangalore Dt, the exact area of Survey nos 8 & 210 of Bhoganahalli village belonging to the Binny Mills, and

(iii) To take steps for the acquisition of the land in Jodi Kempapura village for the Binny Mills, in exchange for the said Survey nos to be given over by them for the Polytechnical School

Re (ii) information has already been called for from the Dy Com and his reply may be awaited

Re (iii) a draft to the Dy Com prepared by the Asst Secy, Law Dept is in the file and is for orders

Re (i), a draft to the Mill authorities is laid for consideration It communicates the decision of Govt to acquire 43 acres 2 rds of land in Jodi Kempapura village for the Mills in exchange

General and Revenue Secretariat | File No of 193

Serial No

for the 13 acres & 32 guntas comprising the said Survey nos to be given over to the Catholic mission, and indicates the procedure to be adopted before acquisition, viz execution of an agreement by the Mills under sec 41 of the L A Regulation, vide note of the Asst Secy, Law Dept dt 15 7 32

Pages 11575 onwards

Pen' Secy) Ans 7/9/32

27) The General Secretary directed that the Draft to the Binny Mills may be revised as instructed by him. He also said that instead your asking the Dy Com to get an agreement from the Mills, we may ourselves send them the draft of the agreement & obtain their approval the draft being prepared in the Law Section

Ans 7/9

28) To the Asst Secy, Law Secn, with Compliments for kindly putting up a draft agreement to be executed by the Binny Mills.

Ans 8/9

15 Law

29) A draft Agreement is placed below

Asst Secy Leg
Costi Comptr } 8/9

Contn Sheet

1205 ✓

of 193

General and Revenue Secretariat

Sued with a revised Draft to the Bunny Rules as directed along with the Draft of the agreement to be executed by them.

31 The Dy Com may also be addressed as in Draft II [illegible] regarding the acquisition of the lands in Kempapura village.

(Gen'l Secy) AM 8/9

Sta appd Plan Sa[illegible] to members [illegible]

RR 7/9/32

9/S87 RR 7/9/32 AM 9/9

bee 9-9-32

TYPING SECTION 9 SEP 1932 2.10 P.M. GENL & REV SECT

Letter no C3-812/32-33 dated 8/9/32 from the Dy Commr Bangalore, furnishing information about the area of the lands belonging to the Bunny Rules

TYPING SECTION 10 SEP 1932 GENL & REV SECT

The two Drafts revised by the General Secy in the light of the information given by the Dy Com ma[illegible]

AM 1

Grant of lands to Rev Father Bruno for a Poly.

1205 1326

General Revenue Secretariat | File No 79 of 1932 | App F 141—2

Serial No	
5	Lands - mort 1915 of 1079/132 To Agents Secretaries & Treasurers of the Bangalore Woollen, Cotton & Silk Mills Ltd - that it has been settled to acquire an extra 43 acres & 29 guntas in Jodi Kempapura village and have no over to return in exchange for Rs 8,9 lo of Bhugarahalli and request intimation whether the proposed arrangement is acceptable to them.
6	mort 1916 of 1079/132 To the Bangalore State that efforts work to expedite the realisation of the scheme of Rev. Father Bruno to establish a Polytechnic school in Bangalore and requests him to send immediately necessary preliminary & final notes under sections 4 & 6 of the L.A. Act together with his report under sec 40 of the Act etc
8	Letter - no mil dated 16th Sept 1932 from the Director, The Bangalore Woollen Cotton and Silk Mills Co. Ltd. stating that the draft agreement has met with their approval and that they would complete it after the Deputy Commr has entered in the schedule referred to therein details of the lots in question

Sms
to bring over a volume
on 14/9/16

3b The Mills have suggested that in clause 3 line 6 of the draft agreement the words "Free of all encumbrances" after the words "Kempapura lands" may be inserted

Submitted for orders. The reply from the Bangalore district has not been received yet.

Grant of lands to Rev Father Bonaud

Judl File No 79 of 1932

General and Revenue Secretariat

38) There is no objection to accept the addition of the words proposed by the Mills in the draft agreement, as the acquisition under the L A Regn will be free from all encumbrances

A copy of the letter of the Mills may be sent to the Dy Comr, Bangalore, and he may be asked to get a fair copy made of the agreement with the addition of the words proposed and with the Schedules A & B duly entered, and send the same with the plans to accompany for being sent on to the Mills for execution He will also be requested to expedite the submission of the draft notifications under the L A Regn already called for

Chief Secy) 28/9

40 Draft to be as above

26/9/32

41) Submitted with a draft

24/9

Gen'l Secy)

43) Holy See to not be asked to see to the execution — plan specially — How to hand from Father Bonaud

26/9/32

44 Not yet

43) 26/9/32

GENERAL SECRETARIAT 24 SEP 1932

TYPING SECTION GEN'L & F&E DEPT 26 SEP 1932

L 2385 1357 1712

Serial No	
9	Issues no L 2385 of 27 9 32 to the Bangalore forwards copy of letter from the Bangalore woollen cotton & silk mills and requests them to expedite the submission of notes under the L A Regn already called for
10	Letter No CS-869/32-33 dated 11-10-1932 from the Dy-Commr Bangalore Dt submitting draft notifications under Sections 4, 6, 17(2) & 17(4) of the L A Regulation in respect of the acquisition of 43 acres 19 guntas out of S Nos 46, 46 47 43, 47 45 & 48 of Jodi Kempapur Village Bangalore Tk It is proposed to dispense with Section 5 A of the L A Regulation of calling for objection & to take immediate possession of the lands under section 17(1) 5 drafts submd for orders
	The Dy-Comr has sent the agreement filling up the 5 nos the lands together with plan It is a point for consideration whether the draft notifications for acquisition of lands in Kempapur village can be issued before getting the agreement executed. Whether the agreement is to be on stamped paper and if so the value of stamps has to be ascertained before the Company asked to execute the agreement

It is necessary to get the document executed first, before issuing the notification, at any rate the final declaration

No stamp paper necessary please [illegible] the Agn Regn

48 as stated above before issuing

15/10/32

Grant of land to Rev Father Briand 1869

File No 79 of 1932

General and Revenue Secretariat

the notifications, the agreement with the Bunny Mills will have to be got executed

49) No reply has, however, been rec'd yet from Father Briand to this office DO letter no L 1793 dt 6 9 32 and ask for orders if the acquisition proceedings may be proceeded with, before we hear from him. The Dy Com'r's letter shows that the cost of acquisition as now estimated comes to Rs 26 000 (in round figures) against Rs 22 000 originally estimated and intimated to Father Briand. It is for orders if this increase in cost should be intimated to the latter now.

For orders

Gen Secy)

17/10

50) The Minister accepts the kind of the (Well the file first up on Monday next) —

RS
17/10/32

17/10

Letter no nil dated 21st Oct 1932 from Rev Father Briand, stating that he cannot agree with the proposals referring to this office letter of 6th Sep 1932

51) Submitted with references as directed

DS
24/10/32

Gen Secy)

Mean note

GENERAL SEC.
2 '
No

Grant of lands to Rev Father Boriand for a Poly-technic School

[App F III—2

General and Revenue Secretariat | File No 7 of 193

Serial No

52 (Father Boriand's letter has been seen by the Dewan)

It is clear from the way that Father Boriand has understood our letter and from the manner in which he has couched his reply that his knowledge of English is rather limited. I propose to look him up at an early date and get him to put in black & white the details of the understanding we arrived at (at the subsequent ?)

(The ac a^n proceedings need not proceed in the meantime. Have some doubts whether Father Boriand is able to carry out his ideas)

D no member — RB 24/10/32

53 Ken 24/10/32

AS (Sd^n) — Write to pl see me

RB 25/10/32

Ce 27/x

55 Saw the Govt. Sec. in both matters. Ce 24/x

The Gov. Sec. is myself enquired Father Boriand

Comments put from Hy Cl Sec for using up crops as manure

NOTE—Contn Sheet

Ce 15/11/32

Trades Branch — proposed Polytechnic School

File No 79 — 2403 — of 1932 — General and Revenue Secretariat

1 has resumed on 3 11 32 A note on the discussions is placed on the file

56) Opt for approval as per notes
Ch Sec

16/11

57) 16/11/32

16/11

Issued note 3460 of 18/11/32 To DC Bangalore
Requests him to go through the estimate and intimate whether it is likely to be exceeded in the final award and if so by how much

Letter no CS 869/32-33 dated 23/11/32 from the Deputy Commr Bangalore District, requesting that the Valuation statement sent by him may be returned to him for reference

Submitted with a draft for approval

27/11/32

Issue
Sec

Issued note 3616 of 25/11/32 To S Venkataramana Iyer Esq B.A. Returns the Valuation statement of the lands as desired

Letter no CS 869/32-33 dated 3/12/32 from the Deputy Commr Bangalore District furnishing the information called for

So The Deputy commr states that he is not aware of the earlier estimate and

TYPIC 171 3 GENL & REV SECTT
25 NOV 1932 GENL & REV SECTT

Grant of lands to Kew Stanley Bonand

L 2622

9

General and Revenue Secretariat | File No 79 of 1932 | [App F III—2

Serial No

the information that that the lands might be worth Rs 500 per acre arrived at after closely examining the transactions in the Sub-registry office in respect of lands in Joor Kempapura etc and after personal inspection of the lands

61) The Inquiry adds that any valuation at this stage cannot but be approximate and cannot be made binding on the Land Acquisition officer and that he cannot anticipate what his award is likely to be and revise the estimate already furnished by him

62) The Commr has not returned the Valuation statement and the Sub registry office statistics sent to him

63) Submitted with reference to para 53 ante

Since received & put up on the file — 8/12

8 12-32

Asst Secy (Finance) W&S Camps

10/12

10/12/32

64) In the circumstances represented by the Dy Commr proceedings may perhaps be commenced thereafter, the final offer of Govt may be placed before the Board

Please speak to me

13/12

13/12

SECRETARY

13 DEC 1932

65) Sd for approval as per instructions

WD 70—GBPM—60 000—13 8 3

[illegible]

7) According to the Correspce with Father Brand, the Govt have undertaken to give him an area of 17½ acres of land with the Police Stn situated on it and a sum of Rs 30,000 towards bldg & acqn of lands. Father Brand in his turn, has to pay the full cost of the acqn. This results in an expdtr of Rs 30,000 to Govt (apart from the cost of the Police Stn)

7) Father Brand is not satisfied with this. He wants a substantial contribution towards the bldg

7) I beg to suggest that Govt may agree to give Father Brand the 17½ acres of land free of cost, and a bldg grant of Rs 10,000 (as also the Police Stn & bldg on it) If the cost of acqn is about 25,000, this means an expdtr of 5000 more than Govt was contemplating. But the chances are the cost of acqn will be less (Vide Correspce with the D C)

[illegible]

[illegible]

For orders

[illegible] 21/12/3

[illegible]

OFFICE OF THE FI 21 DEC 1932 3089

*) It may be simpler to accept Father Brand's proposal which amounts to giving 17½ acres free of cost plus Rs 15000 in place of Rs 10000. This would cost Govt about Rs 30000 -

General and Revenue Secretariat | File No | of 193

Serial No

75) Apply to the matter — to consult Mr Brennan again & ascertain definitely what he would prefer.
27/1/11

76) As directed I consulted Mr Brennan. Mr Browne was also present during the interview (on 29.12.32). They said they would consult the Bishop and let us have a definite reply as soon as possible. This may be awaited.
CX — Key
29/1/33

77) Yes
Rg
4/1/33

78) I think we may go on with the scheme of the proposals proposed to be given over to Messrs Berry & Co & get their views. Please ~~[illegible]~~ — see me.
Rg
11/2/33
4/2

Saw the Gt the 15 inform him that Mr Brennan had left us the meaning that they are agreed to accept the offer on the grounds [illegible] the matter may be awaited.
16/2/33

Grant of land to R
L 3782 -

Int File No 79 of 1932 | General and Revenue Secretariat

Letter no dated 27 in Feb 1933 from Rev Father Briand stating that he and his council are in favour of accepting the alternative proposed by Govt (viz) that the site on the Bangalore Mysore road which Govt propose to acquire from the Bangalore, woollen cotton & silk mills Ltd, be given free of cost and an initial grant of Rs 10000/- towards the construction of the building

14

Submitted Ref Papers 79 & 75

BB 2/3/33

Sec'tary

Asst 2/3

Please put up the draft order

(1) acceptance
(2) acquisition of the site
(3) Notifying Bishop

Rg
3/3/33

Asst 3/3

Submitted with the necessary drafts (1) draft order
(2) i) draft letter sanctioning the acquisition of the site.
ii) Draft acknowledging to Rev Father Briand
iii) Draft to the Agents Bonny Mills

BB 3/3/33

Draft ~~letter~~ Father Briand's letter is submitted

Regarding the acquisition of the site, the Company has first to execute the agreement. The draft agreement with the addition made as suggested

(Para 12 of the Govt order)

Grant of lands to Rev Father Berard 11

Serial No

Details of the Schedules thereto duly filled in has been rec'd from the DC Bangalore & this may be sent to the Mill authorities for getting it typed & executed and returned to this Office for execution on behalf of Govt. After the execution of the agreement by both the parties the preliminary & final Draft notifns already rec'd from the Dy Com'r may be got published with a short interval if not simultaneously.

Draft I — A draft to the Mill authorities is accordingly submitted for orders. The Draft also points out that the area of the land to be acquired for them is 43 ac 19 guntas & not 43 ac 29 guntas as stated in the forms letter of 4 9 30 in the collection below.

H — The DC Bangalore was asked to have the title of the Mills to the lands in Bhoganahalli village investigated & he replied in his letter of 11 10 32 that he had asked the Amildar to do this. He has not yet intimated the result of the investigation & a draft calling for a report in the matter is also put up.

Fud I

Draft III — The question of how the cost of acquisition was about Rs 25,000 & the building grant of Rs 10 00 to be met is also to be decided. This may be considered in conjunction with the Fin Secy.

ECRFT

For Fin Secy — Govt issue draft

Issue draft accordingly.

Put up records.

Rd 3/33

Ans 6/3

L 4415

File No 79 of 1932

General and Revenue Secretariat

38) Seen. I notice that Fr. Briand now wants the site + Rs 10,000 whereas he could have agreed with the final secretary to have the site + Rs 7000 - why was Rs 10 000 offered to Fr N when Fr Br had agreed to Rs 7000.

ku
8/3/33

Pc

Please issue drafts

90)

RG
20/3/33

89) To A.S.&D. as proposed
M Ultimate Law Translations
RG
8/3/33

91) The General Secy said that the drafts may be scrutinised by the Advocate General Law Dept - to see if they are alright.

Advocate General Law Dept was consulted
CDM 22/3

92) I have scrutinised the three drafts - & found them to be in order

MP 22/3

RG
25/3/33

93) Issue
CDM 22/3

A.G SEC
22 MAR

Issued vide 6225 of 25/3/33 to Rev Father Briand 15
Acknowledge has been given 29 th Feb 1933
vide 6226 of 25/3/33 to Agents, Binny mills Bangalore forwards the copy of the draft agreement and requests them to duly execute the same & return 16
Issued vide 6228 of 25/3/33 - to Dy Bangalore - 17
Requests him to report the result of investigation of the plot of mills to the land in Kempapura when

Pc

grant of lands to Rev Father Brua
L 4415 12

General and Revenue Secretariat | File No 79 of 1932 | [App F III—2

Serial No

18 Letter no C5 869/32-33 dated 10/9/3: from the Dy commr Bangalore district submitting a report regarding the result of investigation in respect of the title of the Bangalore Cotton, Woollen and Silk Company to their lands at Bhogenahalli

94) The Dy commr states that the lands Svs 8, 9, 10 of Bhogenahalli village are in the Khata of the Sults as per Rgs of Record of Rights and that no acts or encumbrances affecting Svs 8, 9, 10 have been found and encloses the certificates of encumbrances for reference & return

95) As regards the execution of the agreement by Rev Father Brua, it is reported that he wants to consult his Bishop in the matter who is out of Bangalore now, and that the Dy has been asked to pursue the matter further after obtaining the agreement & executing by Rev Father Brua

Submitted for orders

CS 4 33

96 One of the conditions in the agreement to be executed by the Bonny Sults is that they shall make out a clear & full title to their lands in Bhogenahalli village free from all encumbrances. The Dy comrs letter shows that the title of the 'mers to the lands is all right & that the lands are also free from encumbrance

97 regards the agreement referred to

Grant of lands to Rev. Father Brand

44152

File No 79 of 1932

General and Revenue Secretariat

in para 2 of the Dy Com's letter, please see para 3 of this office letter Dt 10 9 32 to the Deputy Com in which the execution of a deed by Father Brand containing the conditions of the grant of the site was contemplated. According to later decision, the site is to be granted free of cost to Father Brand along with the initial grant of Rs 10,000. It is for consideration if the execution of an agreement is still necessary & if so what the conditions thereof are to be. This point has perhaps to be considered in the Education Branch. Before this is done it seems necessary to apprise the Dy Com of the altered situation so that he may not press Father Brand for execution of a deed as previously intended. A draft to them is put up for orders

(Sd/ Illegible) 18/4

98 Please See me

RG 15/4/33

99 SD, RG 17/4/33

17/4

Issued vide 6731 of 18/4/33 to the Bangalore State that the conditions of the grant of the site referred to in para 3 of this office letter of 10 9 32 have since been changed and that a further reference will be made regarding the terms of the deed if any to be executed by Father Brand

PRING SEC
17
SEVS

Serial No

100 Submitted for orders as to whether the file may be sent now to the Edn Branch (Dept 97)
CB 24/4/33 with reference to A on the last page

Chief Secy) 101) ASR 25/4
RS 25/4/33 —
102 Education Branch) AM 25/4

CHIEF SECRETARY
5 APR 1933

EDUCATIONAL BRANCH
3651
26 APR 1933
GEN & REV SECT

103 A If the initial grant of Rs 10000/ is towards the building, the Director of Public Instruction will obtain an agreement from Father Briand before making payment of the grant under the grant-in-aid rules.

B Go sanctioning the grant also to issue (in the first instance in regard to the conversions to be given by the Govt)
MR 26/4 BR 26/4 33

104 Asst Secy, L S-G Br with Compts) 26/4

105 A If approved the DC, Bangalore, will be informed that according to altered conditions the site for the School will be given free of cost to Father Briand along with an initial grant of Rs 10,000 & that the Dir of Public Instruction will obtain an agreement from them under the grant-in-aid rules before payt of the amount

B The GO may perhaps issue later on, after the acquisition proc for acquiring the land are over. For this, the execution of the agreement by the

—Contn Sheet

Binny rules is awaited

Chief Secy) AR 27/4

106) I agree
RG
27/4/33

107) Draft to DC
AR 27/4

) Draft to Dy commr Bangalore is put up
RG CB
28 4 33

Issue
AR 28/4

Issues vide 912/5/33 to DC Bangalore
States that according to the altered conditions the site for the school will be given free of cost along with an initial grant of Rs 1000/- and that the DC will obtain an agreement from Father Brand under the grant-in-aid rules before payment is made accordingly

108) How exactly does the question of acq of land stand & whether it will be undertaken what stands in the way?

109) As the site acquired from the mill is hampered to Fr Brand, an agreement will be necessary that the land will be utilised for the purpose of the school contemplated and revert to Govt if attempted to be utilised otherwise

RG 23/6/33

23/6/33
AR 23/6

+ Vide Govt
Bills Proc
Arrg (?)

APR 1933

Secy
RG
2/5/-

OFFICE OF THE
FIRST MEMBER
23 JUNE 1933
No. 1047

5920
L 4415

Serial No

111) Kind reference is invited to para 12 of note wherein it is stated by the Land Dept, that the Company has to execute the agreement prescribed in Sec 41, before the final declaration under section 6, can be made, and the Mills have been duly addressed in the matter and the executing of the agreement by the Mills is awaited. As soon as it is received preliminary and final draft notifications will be got published.

112) As regards the execution of the agreement by Fakir Bowand, kind reference is invited to para 103 of note, wherein it is noted upon by the Edn Dir, that the Director of Public Instruction will obtain an agreement from Fakir Bowand before making payment, and this condition may also be included in the agreement. The file will be approved & sent to the Edn Dir for note and return.

113) Submitted with reference to para 109

24 6 33

114) A reference has been recd lately from the Mill authorities in the matter. It might be entered & the file closed.

Letter no nil dated 23/6/33 from the Director Bangalore, Woollen Cotton & Silk Mills Ltd enclosing a plan prepared by them showing the properties to be required as defined by the draft schedule in the draft agreement and stating that there are certain points in connection with the schedule which are [illegible]

Grant of lands to Rev Father Brand

L 5904

Fol File No 79 of 1932 | General and Revenue Secretariat

115) The Miles contends that there is a strip of Govt land, including a right of way which divides the land proposed to be acquired for them in two portions and it would be satisfactory to them if the strip of land is also included in the property to be given to them without which they should have no right of free access from one portion to the other and that if there exists a right of way they have no objection to such right of way continuing to the extent to which it now exists

116) They further say that neither the areas nor the boundaries described in the draft schedule are correct and that they have prepared a fresh draft schedule & plan which may be got verified if need be by deputing a special officer

117) The file 33-32-46 relating to the proposal of the Inamdar Bangalore city to acquire a portion of Sno 9 of Bhogenahalli village, wherein it was ordered that the proposal may be kept by till the question of the Grant of lands to Father Brand is settled, is put up

Per D in hand

118) If approved a copy of the letter to be enclosed may be sent to the Dy Commr Bangalore district who may be requested to have a correct plan prepared or to have the plan & schedules seen by them verified as to their correctness

Submitted

26/6/33

119 A draft to the Dy Comr may be put up

26/6

Report of Laws to L 5900 Rev Father Briand

15

Serial No

120) Submitted with a draft as directed (Paras
7 6 33

Chief Secy) 121) 27/6

122) Appd

RB 27/6/33

123) Issue & resubmit

22 Issued no L 8487 dated 28 6 33 to the Dy Commr Bangalore district forwards copy plan & requests from the Mills and requests him to get the facts and figures mentioned therein verified with reference to the Schedule A sent to him and report very early as to the alterations, if any to be made in the latter and also in the connected sketch and that revised schedule be then making the changes considered necessary may also be sent very early

124) Resubmitted after issue as directed
28/6/33

125) Mafa subd to I Member with reference to orders in para 109

Chief Secy) 126) 28/6

St Member 1/7/33

127) 6/7/33

OFFICE OF THE ... 1 JULY 1933

Grant of a site - R. 9 - 2

Grant of lands to Rev John Brown

Letter no C. L. A. R. 38/3334 dated 18th Aug 1932 from the Deputy Commr Ra[illegible] & 1 et submitting a report in the matter together with revised declaration statements in regard to the acquisition proceedings

23

P & D II

198) The Deputy Commr states that the strip of land measuring 1 acre and 3 guntas which the Mill authorities want to be included in the area to be made over to them is reported to be a Vom and that the Jodidar and other ryots object to its being handed over to the Mills

199) The Dy Commr is of opinion that the Vom in question may be handed over to the Mills subject to the condition that a road way of an even width throughout of 20 feet be left for the passage of men cattle and carts and that the Mills are anxious to have the Vom given to them and that they are agreeable to maintain the road and keep it open for all kinds of traffic that may want to use it.

130) The reasons for the correctness of the area etc referred to in the schedule have been given in paras 3 to 4 coming here

131) The original schedule of the agreement has to be suitably altered according to the details of the Dy Commr's letter.

Grant of land, L. Kew Yahin Bahand

59005 958

(12)

Serial No

132) The Sules have to execute the agreement prepared under Sec 41 quite L A Rgn before the final declaration under Sec 6 quite Sandy can be made

133) Submitted for orders

AM 28/8

134 Please put up a suitable draft reply to the Rules, for consideration

AM 30/8

135) A draft is put up for consideration

AM 31 8 33

136) Please get the draft typed as revised and put up today

AM 2/9

137) Typed draft as revised is put up

AM 2 9 33

138) Before the draft reply is sent for consideration, the Advocate Law Sch is requested to kindly propose additions & alterations to the draft agreement in view of the ~~the Difference in the area to be acquired and the~~ condition on which the strip of land containing the pathway is proposed to be made over to the Rules

The area of the land to be acquired mentioned in the agreement has also to be changed

AM

Advocate, Law Sch
vide Camp 5

AM 2/9

139 If the total area to be acquired including the Vam is 45 acres, this may be substituted for 43 acres 19 guntas in Para 2 of the preamble to the agreement (Flag

140) As regards the stent is ~~[illegible]~~, the following words may be inserted in between "free of all encumbrances ~~[illegible]~~ Law

Grant of lands to Rev Father Briand for a
1233/P 33 958 Polytechnic School

File No of 193 | General and Revenue Secretariat

and and shall execute etc', in para 3 of the body of the agreement —

~~Subject to the condition that a road way of even width of 20 feet throughout the~~ 'but subject to the right of way provided for in the para next following'

85
Law

141) Para 4 may be modified as follows —

That the lands to be handed over to the possession of the Company shall be held by the Company for the purpose hereinbefore mentioned ~~and~~ But of the said lands, a road way of even width of 20 feet throughout shall be left at the place & in the manner indicated in plan I hereunto annexed, for the passage of men, cattle and carts, the Company hereby agreeing to maintain this road way at its cost and to keep it open for traffic'

and no fine or fee etc — levied by govt

Asst Secy Leg
With Compts
MP 4/9/33

142) A draft reply to the rules with the draft agreement as revised above & submd for consideration

The Can Water wd please make the additions proposed in cl 3 of the draft agreem & bring it back some time

Chief Secy)

Asst Secy
Leg
9/9/33

Mr Mc Ic
11 SEP 1933

TYPING SECTION
13 SEP 1933

REV OFFICE
FIRST ME
9 SEPT

144) 9/9/33

[illegible] suitable [illegible] and the second [illegible]

Grant of lands to Rev Father Bernard for 958 Polytechnic [App F III]

1677

General and Revenue Secretariat — File No 79 of 1932

Serial No

24 Jones not 2032 of 14/9/33 to Agents Mysore Bangalore, Woollen mills State with their agreement being expunged on the basis of the revised plan & schedule and requests them to execute the enclosed agreement

not 2033 of 14/9/33 Apply Bangalore

✓ Sys 14/9

25 Letter no nil dated 7/10/33 from the Asst manager, the Bangalore Woollen cotton and Silk mills Ltd, Bangalore forwarding the agreement in duplicate together with plans & schedules in connection with exchange of properties in Jodi Kempapura village for the Company lands on the Mysore Road

P U D

145) Submitted for orders as to whether the preliminary declaration statements in regard to the acquisition of lands may be put up for publication (Paras 8 to 90 supra)

12 DP

Ss 19/10/33 AN

146) The agreement has first to be executed by the Chief Secy on behalf of Government

Ns

S

147) The agreement executed by the Mills has been compared with the draft sent from here and the following alterations are noticed in it:—

(1) In the agreement the

L 1677

word 'etc' after the words or fee has been omitted and the words 'for the conversion of the said land into building sites' have been inserted in its place.

(ii) In Schedule A, item 8 has been added this is the Vom referred to in clause 4 but being Govt land it cannot be said to be land to be acquired for the company.

In item 7 of the same schedule, col the figure 1-12 (ac funtas) seems to be a mistake for 1-14 (ac cs).

The boundaries of the several S.nos in the Schedule are more detailed than in the Draft sent from here. These however tally with those mentioned in the Draft Declaration Statements sent by the Dy Com.

(iii) In schedule B the figures in col 10 against items 2 and 3 differ from those mentioned in the Draft schedule. Here also the boundaries are more detailed, than in the Draft.

48. Before the agreement is executed by the Chief Secy the Dy Com may perhaps be consulted if the alterations made are in order and may be accepted, and whether the two plans got prepared by the Rly are alright. The Dy Com may perhaps be one of the witnesses to the execution of the agreement.

149. After the execution of the agreement, further action will be taken for sanctioning

Grant of lands to Rev Father Benard for a polytechnic school

L 1677

[App F III—2

General and Revenue Secretariat

File No 79 of 1932

DEWANS OFFICE 2623 21 OCT 1933

68

Serial No

the acquisition & publishing the Declaration statements

Chief Secy)

21/10

150 Sub d for perusal with refce to the Dewans minute of 17 10 33

21/10

151 (1) Please try & expedite matters

(2) Is it possible to notify the Mills Authorities to let Father Braun have the lands pending acquisition of & transfer of the new lands to them?

If so Father Braun could start the work at once

(3) Father Braun may in the meantime be informed that acquisition proceedings are being taken & the lands will be transferred to him as soon as possible

21/10

21-10-33

23/10/33

153 Draft to Father Braun put up maybe issued at once & the file resumed

28/10

Chief Secy)

WD 70—GRRL—60 000—13 8-31

File No	of 193	General and Revenue Secretariat

L 1677

[App F III—2

General Secretariat File No 79 of 1932

Serial No

DEPUTY COMMISSIONER'S OFFICE

Forwarded with compliments unofficially to the Deputy Commissioner, Bangalore, for favour of opinion if the alterations made in the agreement executed by the Mills may be accepted and whether the plans sent by them are alright. He is also requested to consult the Mill authorities regarding the transfer of their lands to Father Briand pending acquisition of Kempapur lands, please see para 151 (2) Supra

This may kindly be treated as Immediate

By order
Chief Secretary to Govt

23 10 33

23-10-33

alore Deputy
i sioner's
ce,

5-L.A.R.38/33-34
Dated 28-10-1933

Retransmitted with compliments

1) There is only one alteration in the agreement i e, in para (4) It is a matter for consideration whether it should not be made clear that the exemption from the payment of any fine or fee for the conversion of the land into building sites is granted subject to the land being used for housing labour If the land is used at any later time for any other purpose, as for instance, extending the business premises of the Mill or putting up any kind of installation connected with the Mill, I do not see why Government should not ask for a conversion fine

2 As regards the plans, the plan of the property of Jodi Kempapur is alright In the other plan, the portion proposed to be handed over to Father Briand is shown as 17 acres, 17 guntas and 97 Sq Yds. In para (1) of the agreement it is stated that all the lands on the Mysore Road in S.Nos 8, 9 and 10 of Bogenahalli

Excess 4/11/33

WD 79—GBPM—60 000—13 8 31

I by the Mills should be

According to the Final record ofthe Record of Rights, the Mill owns S No 8 measuring 6 acres, 29 guntas, S No 9/1 measuring 9 acres 24 guntas out of which 3 guntas is phut kharab and S No 10/1 measuring 10 acres 29 guntas, out of which 1 acre 33 guntas is phut kharab - i e , a total extent of 27 acres 2 guntas out of which 1 acre 36 guntas is phut kharab In the letter addressed by the Chief Secretary to the Deputy Commissioner on 9-9-1932, it is stated that the Bangalore Woollen and Cotton Mills have expressed their willingness to part with the above Survey Numbers It is a matter for verification whether the agreement with the Mills is that the lands in Kempapur should be given to them in exchange for 17 acres 17 guntas and 97 Sq Yds in S Nos 8, 9 and 10 or for the total extent owned by the Mills in these numbers which is 27 acres 2 guntas (including 1 acre 36 guntas of kharab as per Record of Rights Accounts)

I enquired of Mr Batchelor, Managing Director of the Mills, whether he would kindly agree to hand over possession of the Company's lands pending acquisition and delivery of Kempapur lands He has replied to me that he is not agreeable to give over the lands until he is placed in possession of the exchange lands

Mr Chandrasekharan 28.10.33
Deputy Commissioner,
Bangalore District

SS/-

Serial No

Addition to para 4 of the Agreement -

This clau e of the agreement stipulates that the lands shall be held by the Company for the purpo e hereinbefore mentioned and no fine or fee for the conversion of the said land into building sites shall be leviable b Government" the purpose referred to is " constructing a model village for the company's work people " (vide para 1 of the Preamble of the Agreement) and the exemption from payment of fine or fee provided in clause 4 is evidently meant to be confined to the conversion of the land into building site for the said purpose though these latter words are not mentioned The Deputy Commis ioner's suggestion to make the clause clear so as to show that the exemption is grarted subject to the land being used for ousing labour, is for orders If it is considered nec ssary to make an addition the words " for the said purpose " may perhaps be inserted after " building sites " in lire 4 of clause 4

(1)

Bhoganahalli lands of the Mills to be made over to Government -

The Deputy Commissioner wants it to be verified whether the agreement with the Mills is that the Yempapura lands hould be given to them in exchange for 17 acres 17 guntas and 97 square yards in Survey Nos 8, 9 and 10 of Bhoganahalli Village, or for the total extent owned by the Mills in these numbers viz 27 acres 29 guntas (including 1 acre 36 guntas of kharab) as per the Final Record of Rights Accounts

Accounts. The understanding with the Mills has been that the whole of the land under Survey Nos 8, 9 and 10 of Bhoganahalli Village should be made over to Government in exchange for the Kempapura lands to be acquired for them vide para 1 of his office letter No L 1915 dated the 10th September 1932 to the Mills and para 1 of their reply thereto viz letter dated the 16th September 1932 Clause 1 of the agreement makes the point clear by laying down "that the Company shall make over to Government all the land on the Mysore road in Survey Nos 8 9 and 10 of Bhoganahalli Village belonging to the said Company and more fully described in Schedule B hereto and delineated in the plan II hereto annexed"

B

U1

There are, however discrepancies in regard to Schedule B and Plan II. In the draft schedule B sent from this office to the Mills, the total extent of the Survey Numbers including Kharab was mentioned as 23 acres 31 guntas, and the portion belonging to the Mills as 21 acres 31 guntas and 12 square yards. In the schedule as adopted by the Mills and sent with the agreement executed by them, the total extent belonging to the Mills is mentioned as 17 acres 17 guntas and 97 square yards. The Deputy Commissioner now states that according to the Final Record of Rights the Mill owns a total extent of 27 acres 2 guntas, of which 1 acre 36 guntas is kharab. Since the understanding is that the Mills should hand over all these lands in the said Survey Numbers Schedule B and Plan II attached to the agreement will have to be got revised according to the details

V

out of the total extent of 25 acres 2 guntas (inclusive of the Kharab of 1 ac 36 guntas)

W

(2)

Grant of lands to Rev Father Bernard
1677

[App F III—2

General and Revenue Secretariat | File No 79 of 193 2

Serial No

details given in the Deputy Commissioner's Note, before the agreement is executed on behalf of Government

A | Orders are solicited on points (1) and (2) above. The Law Section may be consulted.

Reference is invited to the last para of the Dy Comr's unofficial note where it is stated that the Managing Director of the Mills is not agreeable to give over the Mills' lands until he is placed in possession of the exchange lands

(Chatterjee) 2/1

A. Yg
2/11/33

(Asst Secy, Lawsection with Comptr) 3/11/33

380 of 33

As regards point (1), the company under cl (4) of the agreement are bound to hold the land only for the purpose of constructing a model village for the Company's work people. If therefore they at any time use it for any other purpose, it would be a breach of the agreement for which they would be liable. Any such breach can also be prevented by proper action in a Court of Law.

Again it is not difficult to read para 4 as meaning that no fine or fee for conversion

2380/P

File No of 193 | General and Revenue Secretariat

as to be levied by govt, only if the conversion is for the purpose mentioned. There can however be no ~~know~~ objection to make this point clear by adding the words "for the said purpose" after "belongs to" as suggested above

159
Law

Regarding point (2), the matters require further verification. It is not clear why the Mills have modified the schedule so as to include only 17 acres odd of these S Nos, though they all along have agreed to hand over all the lands belonging to them in these S Nos. The extent of such lands, the DC says, is nearly 27 acres odd. An examination of the Plan however shows that portions of S Nos 9 & 10 have been already used ~~by~~ up by the Mills for Pioneer Houses etc, ~~Roadways~~, and that these portions the Mills are not going to part with. It is perhaps on account of this that the area they are going to transfer is mentioned as 17 acres odd in the schedule.

Asst Secy, Leg
- with compts

MY
3/11/33

Chief Secy

AR
3/11

PM Speak

Reg
4/11

AR 4/11

OMIT - ANT
3 NOV 1933

General and Revenue Secretariat — File No 79 of 1932

Serial No

(1) The agst may make it clear that the lands that will be given to them in Godi Kempapura is for hours of labour + that if the lands are used for any other purpose, the rules regarding conversion fees will be enforced

(2) As regards the extent of land to be taken over from the mills, it should be all the land in Survey nos 8, 9 + 10 which according to the latest figures given by the D C amount to 27 1/4 acres roughly of this about 17 1/4 acres may be given to Father Braun + the balance returned by govt. This would not be possible if any portion of Survey No 11 is used by the mills. There however is a matter the D C has to examine. He may be asked to do so in submitting a report

DM Perry
4/11/33

Draft to Dy Com^r subd

Chief Secy) 4/11

DM for appr
4/11

(Minute

W 11/33
4/11

175) 4/11/33
Issue to Mr Perry — work the
176 below report
8 / 7/11

CHIEF SECRETARY
4 NOV 1933

4 NOV 1933
No 3460

NG SECTION
-NOV 93
V SEC

Contn Sheet.

Grant of lands to Rev. Father Briand for a polytechnical school

File No 2167 of 1932

General and Revenue Secretariat

Issued not 3162 of 6/11/33 to the Deputy Commr. Bangalore district. Requests him to examine the matter further in the light of the observations and see if the figures mentioned in schedule B give agreement and the land as shown in plan II accompanying it for being transferred to Govt are alienable and may be accepted

177 Resubmitted after issue as personally directed

83 17/11/33

178 Maybe sent to II Member for perusal

Chief Secy 7/11

II Mr Melville 179 10/11/33 20/11

80 11/11

14/11

Submitted with a draft reminder for approval

17/11/33

Issue letter 17/11

Issued not 3517 of 17/11/33 to the Bangalore

CHIEF SECRETARY NOV 1933

Sec dM b ICN 11 N 2967

GRS III—3]

Routing Notes L 230

[To be used only fo. ....quisitions to not intended f r permanent re

DEWAN'S OFFICE
8265
20 NOV 1933

RS

Sub for Fa

S

(184) Has it been done

17-11-33

(185) Mark RD

(186) Please put up connected file

20/11

Submitted with the Connected file

(187) 83

20/11/33

(188) The question is awaiting the execution of the agreement by the Diwan, Thus regarding the number of the lands in question certain figures entered in the Schedule to the agreement by the Tiles have been referred to the Dy Com, Bangalore for verification & this reply is awaited. He has been reminded in the matter. The Tiles are not agreeable to give over the lands for the School unless they are placed in possession of [redacted] lands, Please see Dy Com[redacted] other notes in [redacted]

(189) I have spoken to the Dy Com on the matter the 400 promised to expect the matter shortly

RD

20/11/33

Put up with [illegible]

G R S III—3]

Rou tii Notes

[To be used only for notes requisition [illegible] not intended for [illegible]

Grant of lands to Rev Father Brand for a Polytechnic College

General and Revenue Secretariat — File No 79 of 1932

Serial No

20) Letter no CS-L A-R-38/33 dated 20/11/33 from the Deputy Commissioner Kangra District submitting the report called for

191) The Deputy Commr states that Small authorities have agreed to surrender the entire area in question exclusive of the area occupied by buildings in Sno 8 and 9 and only 3 acres and odd in Sno 7 through an extent of 8 acres 29 gunts is available for being surrendered

192) He adds that it is not clear why the Small authorities have not proposed to surrender the entire area in Sno 10 nucleus and that the same may be ascertained by a reference to them

193) Submitts for orders (Ref Para 190)

JS 21/11/33 AW

Please put up a draft letter to the Rulers as instructed in person

JS 21/11

194) The draft letter to the Rulers put up herewith may be got typed & put up by 12 noon tomorrow

AW 21/11

Rec'd 11 23 AW

195) Typed draft is put up as directed

JS 22/11 AW

196) The draft is for consideration & sd (The Dy Comr could perhaps have made the enquiry himself & communicated the views of the Rulers to Govt)

Chief Secy)

GHI 22 NOV 1933

197) A draft to the Dy Comr as directed in person is submd, in place of the draft to the Rulers

TYPING SECTION 22 NOV 1933 1F35AM GENL & REV SECT

Grant of lands to Rev Mathew Brandt for a Polytechnic

File No / 2483 of 193

General and Revenue Secretariat

(1) Issue and submit to Govt for perusal —

22/11/33.

(2) Issue as above & resubmit

22/11

Issued vide 3647 of 22/11/33 to the Deputy commr Bangalore district Requests him to serve the details in consultation with the company give portion of Sno 10 in schedule B and plan, and get the necessary alterations made in the schedule and the plan with proper attestation and send the documents as finally settled for execution on behalf of Govt

(3) Resubmitted after issue as directed (Ref 128)

22/11/33

(4) For perusal I Member)

22/11

24 11-33

24/11

(5) Dy Comr to be informed of the 30th instant report received by then

Letter no C5 & A R 38/33-34 dated 26/11/33 from the Dy commr Bangalore district forwarding a report in the matter.

(6) It is seen from the Dy commr's letter and that of Mr Batchelar that the mill authorities never intended to hand over the remaining extent in Sno 17/1 and that they are not

Lands to Nov / Mr Bateman
[illegible] 12483

[App F

General and Revenue Secretariat

File No 79 of 1932

Serial No

agreeable to do so now either

203) As regards the other alterations proposed to be made in the draft agreement that Batchelar has agreed to the same being [illegible] and that he has returned the copies of the agreement for being sent to Mr Ross and for getting them attested by Mr Ross

206 - The Dy Commr suggests that in the meantime the notifications to acquire the Kempapura lands and to take possession of the same before award may be published at once

207) Submitted for orders this only after the agreement is executed, the preliminary and final notifications can be published

(Para 12 of the note refers)

88

28/11/32 AW

208 The receipt of the Agreements may if approved, be awaited

209 In the meantime, whether the suggestion of the Dy Comr to take possession of the lands for the Mills may be ~~adopted~~ acted upon is a point for consideration & orders

210) Submit to the Chief Secretary

AL
29/11

211) The proposal of the Dc may be called

RG
29 [illegible]

A
[illegible]

Letter to Rev. Father Nye
L no 3

File No 79 of 193 2

General and Revenue Secretariat

Submitted with five drafts for approval
30/11/33

and for approval
Chief Secretary
AV 30/11

CHIEF SEC CLARK
1 DEC 1933

215) 2/12

216) Issue letter
2/12

Letter no 3832-4 dt 2/12/33 to the Bangalore Woollen Cotton Silk Rayon Revenue Sanction the acquisition of the properties in Kempapura village required for being given over to the Bangalore Woollen Cotton Silk Mills Ltd

Issues not 38334 dt 2/12/33 to complete the 31/1/32 proceedings for publication of declaration statements under sec 5A & 17A of the L.A. Rgn

Letter - no C5 L A R 38/33-34 dated 7/12/33 from the Deputy Commr Bangalore district forwarding the agreement in duplicate after making the necessary alteration in para 4 page 2 thereof and duly attested to by Mr Tarr

P U D

217 - Submitted Orders sanctioning the acqn of land in Kempapura village to be given over to the Mills have been issued the agreement has now to be executed by Govt

12/12

Grant of lands to Rev Father [illegible]
L 2813 2320 of 33
(1)

Serial No 219

J Kind reference is invited to letter no C5 L A R. 38/33-34 dated 26/11/33 from the Deputy Commr Bangalore District with which the schedules

H have been sent

220 One copy only of each of the schedule A + B only was sent by the above with the letter of 7/10/33

G

83
13/12

221 In the circumstances stated in para 1 of the Dy Com's letter of 26 11 33, Schedule B of the agreement mentioning 17 and odd acres as the extent of land to be transferred to Govt by the Mills has to be accepted

T

W

S 222 The agreement (in counterpart) has been executed on behalf of the Mills It has now to be executed by the Chief Secy on behalf of Govt (The addition of the words for the said purpose has been made in clause 4 as suggested to the Mills)

And after execution it has to be published in the gazette as required by Section 42 of the Land Acq^n Regn

A 223 No Stamp Duty is payable in respect of the agreement vide Section 51 of the L A Regn But it is not clear if the agreement has got to be registered

For favor of opinion

224 Assess Lawsects / Now Comp 5 — Apr 13/12

A I agree

225 The agreement by itself does not create or extinguish any right in immoveable property It contemplates execution of a separate deed so far as the Bhoganahalli village lands are concerned The agreement therefore does not require registration It has of course to be published in the Gazette under Sec 42 of the L A Regn, when so much of

File No of 193 | General and Revenue Secretariat

Serial No

it as relate to the right of the public to use the work for which the lands are going to be ~~acq~~ acquired will have the force of law –

217
~~159~~
Law

Asst Sec of Leg
with Compts

MG
14/12

For orders with refce to Paras 221 and 222 supra

Chief Secy) 226) Asst 14/12

227) RB 14/12

Atm 15/12

1st Month
2nd month

228) 15/12 Atm 15/12

229) 16/12

RB 18/12

Atm 18/12

OFFICE OF THE FIRST MEMBER
15 DEC 1933
No. 4653

15 3667

10 DEC 1933

230) The agreement has been executed by the Chief Secretary One copy has been returned to the Chief & the other retained here

231) Please put up a note mentioning the points on which further action is to be taken, and put up drafts regarding those which have to be dealt with in this Branch

Kr of lands to Rev Father Bernard
L 2812

Serial No

232) Action has now to be taken regarding the following -

(i) To publish the agreement in the Gazette as required by Section 42 of the Land Acquisition Regulation

(ii) To send the counter part of the Agreement to to the Mills with the intimation that action is being taken by the Deputy Commissioner for the acquisition of the Kempapur lands and that the Deputy Commissioner will be asked to take necessary action for giving effect to clauses 2 and 3 of the Agreement after the acquisition is complete (For this purpose the other part of the Agreement may be sent to the Deputy Commissioner)

(iii) To get an Agreement from Father Briand before the Bhogenahalli lands are transferred to him that the land will be utilised only for the purpose of the school contemplated and will revert to Government if attempted to be utilised otherwise The Deputy Commissioner may be asked to take action regarding this also

(iv) To get an agreement from Father Briand under the grant-in-aid rules before the initial grant of Rs 10 000 is made to him This will have to be attended to by the Director of Public Instruction vide Para 103 supra

Draft re (i) is put up for approval

233) After publication of the Notification drafts will be submitted regarding the other items

Chief Secy) 234) I agree
23-12-33

235) Issue draft notifn & resubmit
26/12

LAND ACQUISITION SECTION
26 DEC 193
WD 0484—GPB—15,000—10-33

Grant of land to Rev Father Briand for a Polytechnic School
L 2013

File No 79 of 1932

General and Revenue Secretariat

Serial No

Issues vide L 4909 of 2/1/34 to compiler Mysore Gazetter for publication of the agreement under sec 42 of the L A Rgn

236) Resubmitted after issue as directed
8/1
2/1/34 AV

237) Please put up drafts to the Rules of the D C Bangalore as suggested in para 232
2/1

238) Submitted with two drafts for approval
8/1
8/1/34 AV

239) Please get the drafts typed as ~~[illegible]~~ added to
4/1

240 Typed draft are submitted
6/1
6/1/34 AV

241) The drafts are sent for approval

In draft no II the D.C. is told that any document that may have to be executed may be executed by him on behalf of Govt the draft being sent to Govt for approval
[illegible]

Agreement from Father Briand re (iii) & (iv) on the last page may be got executed by the DPI after the acquisition proceedings are complete & the Bhoganahalli lands are handed to Govt by the Rules Action regarding this may be taken later on, after the necessary documents for giving effect to clauses 2 & 3 of the agreement are executed

Chief Secy)
6/1
8/1/34

242) For orders

243) 2 Drafts submitted for approval
8/1
ARL

244) [illegible]
17/1

Typing C.C.
5/1

OFFICE OF THE FIRST MINISTER
15 JAN 1934
No 3373

OFFICE OF THE FIRST MINISTER
17 JAN 1934
No 5469

TYPING SECTION
5 JAN 1934
11-30
GENL & REV SECT

GENERAL SECTION
8 JAN 1934
No 9

44560
17/1/34

[illegible]
19/1/34

Grant of lands to Rev Father Berard
L 2813

General and Revenue Secretariat — File No 79 of 1932 — [App F III—2

Serial No

The Drafts are placed for perusal before issue — Dewan)
HM 19/1/34

DEWAN'S OFFICE 19 JAN 1934 No. 4626

2487 HM 1-1-34

HM 22/1

The Drafts (The letter to the Mills may be issued under the signature of the Secy)
HM 22/1

TYPING SECTION 22 JAN 1934 GENL & REV SECTT

38 Issues vide L 5561 of 24/1/34 to the Agents Secretaries and Treasurers of the Bangalore Woollen Cotton Mills Ltd Bangalore Returns duly executed on behalf of Govt, the counterpart of the agreement and the plans and states that action is being taken by the DC Bangalore for the acquisition of Rempapur lands

vide 5562 of 24/1/34 to DC Bangalore forwards copy of the above

39 Issues vide 5560 of 24/1/34 to DC Bangalore forwards a counterpart of the agreement executed on behalf of Govt with the connected schedule and plans and requests him to take necessary action for giving effect to clauses 2 to 3 of the agreem after the acqn proceedings are complete

40) The file may of approved be now sent

WD

Grant planos to Rev Father Brisard

Subject File No 79 of 1932

Complaint Serial No

on the Education Branch for note action taken or to be taken and return

EDUCATION 28 JAN 1933 BRANCH

G R S III—3]

Routine Notes

[To be used only for notes requisitions etc not intended for permanent record]

Father Brands School

How is this proposal?
Has it been handed over?
Let me know

Rey
7/2/34

Submitted

The acquisition planned in Hemphapura village required for being given over to the Bangalore woollen cotton & silk mills ltd has been sanctioned and the agreement executed on behalf of Govt and the mills has also been published in the Gazette as required by Sec 42 of the L A Regn

Go no L 3832-40 / mil 79 32-30 dt 24/7/33

Notes L 4909 / mil 79-32-34 dt 24/1/34

L 5561 / mil 79-32-35 dt 24/11/34

The counterpart gift agreement has been sent to the Mills with the intimation that action is being taken by the Comr, Bangalore district. for the acquisition

Should routine notes be written on U slips instead, the office number thi form

of the Kempapura lands. The
Deputy Commr, Bangalore District "8"
has also been asked to take L 5560 ml 79-32-36
necessary action for giving
effect to clauses 2 & 3 of the
Agreement after the acquisition
is complete. The lands can be handed
over to Sunfatten Bonanza, only after action is
taken by the Deputy Commr to get possession of lands from the ryots

7/2/34 Ch Secy 255) MSK 7 2 34

25A) There is tightness
of the D c a of Wral-
State the ryots in ...
8/2/34
MSK
8/2/34

Submitted with a draft D.O.
255) for approval
8/2 Chief Secy) MSK 8/2/33

256) MSK
8/2
MSK 8/2/34

TYPING SECTION
FEB 10
GENL & REV DEPT

FEB 1934

Issued vide 61560/19 2 34 To K V Anantan
Requested him to intimate the stage at which the
9/2 matter stands at present

Grant of land to Rev Fathers and

L 3860

Serial No

257 Letter no nil dated 9th Feb 1934, from the Agents, Secretaries & Treasurers, Bangal Woollen, Cotton & Silk Mills Co Ltd stating that they have received the lands in Jodi Kempapura village mentioned in Schedule A of the agreement except the Vora which forms a part of the Schedule A

257 The company request that steps be taken to hand over possession of the "Vora" so that they may complete their part of the agreement without delay

258 Draft forwarding copy of letter from the Mills to the Dy Commr Bangalore, who has been requested to take action for giving effect to the clause 2+3 of the agreement, is put up for approval & orders

Submitted with reference to para 242 supra

10/2/34 — 259 Draft as for approval

10/2/34

Genl Secy

10 2 34

260 (Re 2/2)

261 Issue

262

The Dy Commr Bangalore has reported that all the proceedings will be completed by 24/2/34

2/2/34

Issued vide 6440 dt 22/2/34 To DC Bangalore

Forwards copy of letter from the Mills and requests him to arrange for handing over possession of the "Vora" also

TYPING SECTION 12 FEB 1937 GENL & EXECUTIVE

K 3863

2370/P

3810

File No of 193

General and Revenue Secretariat

Serial No

D C letter No LA R 38/33 34 dated 22 Feb 1934 from the P A to the D C forwarding for scrutiny & approval two draft of documents, one to be executed by govt in favour of the tribes regarding Poor Vempapur lands, the other to be executed by tribes in favour of govt transferring the Bhogenahalli lands --

2/3 The D C asked the Secy for instructions on the phone as to whether he could proceed with the handing & taking over possn of the lands, pending execn of the documents - As it was not clear whether he meant handing over possn of the Bhogenahalli lands to Father Briand before taking the agreement from him, the Chief Secy also had a talk with the D C and finally instructed me to return the documents duly appd if they are alright & also informing the D C that he can exchange possn of the lands betn the govt & the tribes pending execn of the documents sent. The DO portion was accordingly issued -

2/4 As regards handing over possn of Bhogenahalli land to Father Briand, the conditions of the grant have to be mentioned in the title deed to be granted to Father Briand & there is no objn to the D C delivering the property now to Father Briand mentioning in the delivery receipt that it is subject to the conditions to be laid down in the title deed - Since however no instructions on this point are asked, no further action is necessary for the present

Submd for perusal

Gen Secy) MM 24/2/34.

GENERAL SECTT
26 FEB 1934
No 1714

Grant of lands to Rev Father Briand
38100 & 40924 for a Polytechnic School

General and Revenue Secretariat | File No 79 of 1932 | [App F III—2

Serial No

P.U.D. 21 APR 1 4 1873

Letter no CS L A. 38 33 dated 26/2/34 from the Deputy Commr Bangalore district stating that the Jodi Kempapura lands have been handed over to the Company and the Bhogenahalli lands belonging to the Mills have been taken possession of by the S.S. Bangalore on the 24th Feb 34

265 As regards the documents to be executed the Dy Commr states that the Director of the Mills has returned the drafts with slight alteration ~~[illegible]~~ and that the sale deeds would be executed after the next Director's meeting on 10/3/34. Since the common seal may be affixed at the Directors meeting

266 The further communication from the D.C. Bangalore may if approved be awaited here 8/3/34

2/3/34 AH

Dept Secy

MSL 2/3/34

267 For information
Chief Secy
[illegible]

MW 5 3 34

Thank

268

DCW by cite
Cont

RG 5/3/34

269 The Chief Secy directed that the D.C. Bangalore may be asked to put Father Briand in possession of the Bhogenahalli lands ~~[illegible]~~ which have now come to the possession of Govt, after obtaining an agreement from him as ordered in para 110 supra. He also directed that

Grant of land to Rev Father Briand

ml File No 79 of 1932

General and Revenue Secretariat

Serial No

of the agreement to be got executed. May be prepared in the Law Section & sent to the Dy Com.

29. A draft letter to the Dy Com is put up requesting him to take action as above

29(1) The Asst Secy Law Sect, is requested to put up a draft agreement for being sent to the Dy Com

Asst 6/3

27. What is proposed to be given is a free grant of land which are now vested in Govt. It is therefore not necessary to take any agreement from the donee as to the conditions of the grant These conditions may be incorporated in the title deed itself & form part of the grant

27(2) A draft title deed is hereunto put up. The draft makes out the grant in favour of Rev Father Briand If however he is merely an agent of any institution or corporation, & takes the land as such agent, the draft has to be suitably revised.

27(4) Again the purpose of the grant is aptly put as for a poly technical school If any better & more definite terms could be ~~[illegible]~~ had, they may be introduced.

7 3 34

L4094 Grant of lands to Rev Father Brisard, for a Polytechnical School

General and Revenue Secretariat | Revenue File No 79 of 1932 | [App F III—2

Serial No

275) A Regarding this point the Dy Com may be asked to make the necessary enquiries and then issue the title deed. In this view the portion relating to the name of the grantee is left blank in the Draft title deed

276) B - Reference is invited to the summary of the proposals of Father Brisard in the note flagged Q. The expression 'polytechnical school' may perhaps be changed to 'Industrial School'

277) The Draft letter to the Dy Com, with the additions made in pencil, is for orders. Para 2 is in accordance with the Law Advisers Opinion Para 264 supra

Chief Secy) AM 7/3

278) Draft agreement & letter revised as instructed yesterday AM 8/3

279) Resubd with a fair copy of the Draft agreement as revised by the Chief Secy

280 Another Draft to the Dy Com, Bangalore is put up calling for particulars of the Police Station towards and site adjoining the lands in question which are also proposed to be given to Father Brisard. There is no information regarding this in the file.

Chief Secy) AM 9/3

281 For appr RR 9/3/34

Remember, Mr (Remember this) DW Secy 9/3 WW

9 MAR 1934 1973 CHIEF SECRETARY
9 MAR 1934 OFFICE OF THE MEMBER OF COUNCIL
10 MAR 1934

4094

File Minute File No 79 of 1932 | General and Revenue Secretariat

Serial No

282) I have examined the agreement carefully & ~~have~~ made one or two verbal changes

283) I understood from the Chief Secy that the grant of Rs 10000 is ~~more~~ the total lumpsum to be granted It is desirable to make this clear in the agreement & as Cl (3) in page 2 of the draft is not quite clear I wd suggest that it be altered to —

That the second party agrees to pay a total sum of Rs 10000 as a building grant under the Educational Grant in aid rules towards the Constn etc

21/3

24/3/34

24/3/34

26/3/34

285) Issue orders

26/3

Issued in R 7069 of 27 3 34 to the Bangalore Turners a copy of the draft agreement to be executed by Rao Sahib Turners and requests him to take action in the matter before he is put in possession of the lands

39

DY OFFICE 23 MAR 1934 (600)

OFFICE OF SECOND MEMB & OF TEL CN 22 MAR 1934 NO

TYPING SECTION 27 MAR 1934 GENL & REV SECT

ıeral and Revenue Secretariat | File No 79 of 1932

Serial No	
40	Issues note 7070 of 27 3 34 to the Bangalore States that it is proposed to give Jahan Begum an addition for the same purpose the building and site of the Police Station on the Mysore Road adjoining the lands and requests him to furnish particulars re area, possession etc together with a sketch of the site etc

File No of 193

General and Revenue Secretariat

Serial No

L 4251 — 4251/L

Serial No

D.O. letter no C.S. L.A.R. 38/33-34 dated 12/3/34 from the Deputy Commr Bangalore district forwards copy of letter no D1-3120-259/33-34 dated 6/3/34 from the Director of Public Instruction enclosing a formal agreement to be executed by Rev Father Breard in the matter of the grant of lands for the construction of the Polytechnical School and requesting whether he may get the necessary agreement from Rev Father Breard and put him in possession of the lands taken over from the Mil

256 Extract of orders on P.W.D.

Submitted to the Chief Secy. The file on the subject has been submitted to the II member of Council

Initd A&R

Initd R.R. 15/3

257 The main file on the subject has been 17/3 submitted separately with a draft letter to the Dy Commr and a draft of an agreement specifying the conditions under which ~~the transfer of possession of the lands could be given to Rev Father Breard~~ possession of the lands could be given to Father Breard. This agreement has perhaps first to be executed. If approved a reply to this communication may be sent after the letter under approval in the main file is issued

258 Submitted for orders as personally directed

14/3/34

259 The main file is before the II Member. The agreement regarding the building grant may be got executed, after possession of the lands is given over to

Grant of lands to Rev Father Breau

File No 79 of 193 2 (2346/GAD)

General and Revenue Secretariat

Serial No

Father Breau in accordance with the separate agreement to be executed by him, the drafting which has been asked in the main file

290) After possession of the lands is handed over, a GO will have to be passed in the Edn Branch sanctioning the building grant of Rs 10,000 & the agreement regarding this will have to be taken by the DPI after the issue of that order

Chief Secy) Asst 14/3

II No Memo Revl Gen Secy - 291) RB 15/3/34 - Asst 15/3

Please see order on the main file 16 3 34 Asst 17/3

292) SP 17/3

293 The draft agreement to be executed by Rev Father Breau was sent to the Dy Commr Bangalore yesterday and the file may now be sent to the Edn Branch, for issuing order re building grant of Rs 10000/- (Ref Para 29)

28/3/1934

294 For perusal before sending the file to the Edn Br

281 - 253.

295 Dep Secy) Asst 28/3

296 29/3

297 Edn Br) Asst 29/3

OFFICE OF THE SECOND MEMB OF COU
17 MAR 1934
No 5953

EDUCATION E
29 MAR 1934

Chennaraj Urs, Esq., B A, LL B
Deputy Commissioner

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

Dated 31st July 1934

D O Gb-L A.R 38/33-34

Urgent

Dear Sir,

With reference to the correspondence ending with your letter No P 289/Pol 9-34-1 dated 19/23-7-1934 issuing instructions to hand over the site of the Police Station on the Mysore Road, Bangalore, measuring 23 guntas in S No 10 of Bhoganahalli village with the building thereon to Rev Father Briand, I beg to state that S Nos 8, 9 & 10 of Bhogenahalli village (obtained from the Bangalore Woollen and Cotton Mills Co, Ltd, Bangalore in exchange for lands acquired for them in Jodi Kempapur village) have to be handed over to the Roman Catholic Mission after the latter execute an agreement in the prescribed form (vide your letter No L 7069/Ml 79-32-39 dated 27-3-1934) The draft agreement has been taken by Rev Father Briand for approval by His Lordship the Bishop of Mysore before execution and the agreement has yet to be executed In the meantime the Government have directed that the site of the Police Station and the building may be handed over to Father Briand As the agreement has not been executed yet, the delivery of possession of this land has also been deferred and all the lands will be handed over simultaneously after the agreement is executed In view of the additional grant of the site of the Police Station and the building, I request that the draft agreement may be kindly revised and the draft of the revised agreement sent to me very early for taking necessary action in the matter

Yours sincerely,

M Thimmaiya
31/7/34

R Ranga Rao, Esq, B A, B L,
Chief Secretary to the Government of Mysore,
Bangalore

'X'

The draft agreement has been suitably revised so as to include the site of the Police Stn and the building

Chief Secy)

1/8/34

Serial No

(30) Father Brown saw me a few or five days ago and points out that one of the conditions contained in the draft agreement sent to the Bishop was rather drastic and that the Bishop would like it to be reconsidered

30) The condition in question is contained in clause 4 (b) and is to the following effect

That if it (the land that is being given to the Bishop) is not so used within a reasonable time or is used for any other purpose at any time, the grant is liable to be revoked by Government and on such revocation the land with all buildings - - shall revert absolutely to Govt

30a) Then, Father Brown points out, is materially different from the corresponding provision in the Mysore Grant-in-aid Code or the Madras Grant in aid Code The Mysore G & A Code provides that if, prior to the expiration of 40 years from the date of a grant of land, the land or the buildings schools and are diverted for purposes other than those approved by Govt, the Govt may demand a refund of the whole or a part of the grant and may take steps to make the demand effective The provision in

3134

Grant of land to Rev Father Brown for Polytechnical School

General and Revenue Secretariat

Edn File No 348 of 1933

[App F III—2

Serial No

Madras is very similar. Father Brown requests that this condition may be introduced in the draft in place of the one proposed there

303 The point seems to require favourable consideration. It seems unnecessary to impose a condition which will hold good for all time. It seems to be enough if it operates for a reasonable time. Forty years would seem to be sufficient. If it is not considered sufficient, it may perhaps be raised to 60 years

RC 2/8/34

304 2nd member & Dewan

N 3/8

OFFICE OF THE SECRETARY TO COUNCIL
No 6657

305 The analogy of the grant-in-aid rules in the case of the grant of the land does not hold good because the acquisition and the grant of the site proceed on a different basis from that of a grant under the ordinary rules Please see the First Member's Minute of 23rd June 1933 to the effect that the land will be utilized only for the purpose of schools and will revert to Government if attempted to be utilized otherwise, without any limit of time The agreement was drafted on this basis and it is only the cash grant of Rs 10,000 that was brought within the scope of the ordinary educational grant-in-aid rules

306 However, I have no objection to fix a period of forty years for enforcing the penalty with regard to the site I would suggest that after the words

General and Home Section

[illegible] "A" [illegible] "[illegible]" in the second line of Clause 4 (b), the words "[illegible] [illegible] [illegible] [illegible] 40 [illegible] [illegible] [illegible]

Serial No

may be diverted. This is in accordance with the orders of the II member supra

3(1) The addition of the last sentence in this clause 4(b) is therefore the only material alteration now suggested by the First Party. This they wish to add to make it clear that no penalty would be incurred by them if their scheme does not mature for no fault of theirs ~~for~~ or for causes beyond their control. There seems to be no harm in accepting this addition suggested. This addition does not in any way qualify or restrict the power of revocation vested in Govt in case the Mission misuses the property for purposes other than those approved by Govt.

Chief Secy) MRE 11/8/34

3(2) The draft agreement may be kept approved. The Bishop has sent word to me that he would like to sign this document early next week as he is leaving for Simla at Thursday next + is anxious to send one of his parents to Europe next week to settle details.

2nd member — RK 11/7/34

Decision.

3(3) I agree to the other MRE 11/8

D OFFICE
13 AUG 1934
No 801

changes but the addn of a sentence to cl 4(b) is not, in my opinion desirable. It is not merely misuse but non-use that brings this clause into effect. Supposing it is not used at the purpose meant, I dont see why the Stc sd still continue with them. That is why the opening portion of the cl says 'when it is not so used' the penalty will take effect. It may be left as it was.

[illegible] 8/8/4 [illegible] 11/8

[illegible] 13-8-34

I saw this gentleman. He is agreeable to this draft as further review under [illegible] the Member has also approved of it. It may now be generally [illegible] copies sent for [illegible]. The Bd will be informed of the case [illegible] before [illegible]. Take it up for [illegible] the Member [illegible] 15/8/34

Flag

45633 66972 11/8/34

Grant of grass to Rev Fr Briand

General and Revenue Secretariat | ME File No 79 of 1932 | [App F III—2

Serial No

(9 Pan)

RFA 669/34 1 AUG 1934

20 AUG 1934 ENL & RE SECTT

22 AUG 1934 GV & REV SECTT

3(6) The member has seen the draft approved ~~as chief secy instructed~~
As per instructions, I have issued today the letter to Rev Father Browne & sent a copy to Mr Chennaraylu, Deputy Comr for necessary action -
Chief Secy) 15/8/34

3(7) Thanks
21/8/34

LS Sec Br) 21/8/34

3(8) The file may, if approved, be now sent to the Con Br for necessary further action
21/8/34
Yes

3(9) Con Br
With compliments
21/8/34

NOTE—Contn Sheet

File No of 193

General and Revenue Secretariat

Grant of lands to Rev Father Bernard for the construction of a Poly-technical school

638 953

General and Revenue Secretariat | File No 953 of 1932 | [App F III—2

Serial No

48 Letter no C5-2 A-R dated 4/9/34 from the Deputy Commr Bangalore district forwarding for approval a draft of the Title deed proposed to be issued in pursuance of the draft agreement, granting permission to His Lordship the Bishop of Mysore on behalf of the Roman Catholic Mission to occupy the property covered by the agreement, subject to the conditions laid down in Para 4 thereof

(Index file)

22 The main file on the subject relating to the agreement (Dev 669) was transferred to the Edn Branch on 22/8/34, for further action. That branch may be requested to put up the file for reference immediately

Dr 669

(Education Dep (Wf) for favour of compliance) 6/9/34

638

23

24 When the connected file Dev 669 agreement has been duly flagged the Land section may be consulted of approval

1394 & 1398/34

File No 953 of 193 | General and Revenue Secretariat

325) For favour of remarks on the draft title deed

Asst Secy, Law Secy with Comp's — sd 6/9

326) The draft sent by the D C is not in proper form — I have put up a separate draft — The conditions of the grant have to be in the same language as those in the Agreement executed. The specification of land may be in the form prescribed at page 75 of the Land Revenue Rules (1930 Edn)

(S)

asst Secy, Law with comp's — sd 6/9

A D O letter received from the D C yesterday evening is placed below sd 6/9

327) A draft to the D C forwarding the revised draft title deed is submd for approval

Chief Secy) sd 6/9

SECRETARY U SEC 1934

RR 7/9/34

Issue copy sd 7/9

328) Issued — no L 1733 of 7/9/34 to DC Bangalore forwards a revised draft grant title-deed for adoption herein

Sd 7/9

On file B 9/34

Grant of lands to Rev Father Braun for a Poly technical School

953 V 1478

1478

General and Revenue Secretariat

File No 79 of 1932

[App F III—2

Serial No

50 Letter no C5- L A R 38/33-34 dated 29th Sep 1934, from the Deputy commr Bangalore district stating that the Title Deed was issued on 11/9/34 in the form approved by Govt and that possession of the lands was handed over to Rev Father Braun on behalf of the Lord Bishop of Mysore on the 20th Sep 1934

32/ The Deputy commr has forwarded certain documents for safe custody and requests that the same may be acknowledged

33/ Draft acknowledging the same is submitted for approval After issue the documents may if approved be sent to the Comptr for safe custody in the State Strong Treasury

(Cover with i Superintendent)

FS 4 10 34 AM 4/10/34

32 Before acknowledging Please see if all the documents as per list sent by the Dy Comr have been rec'd

AM 4/10

33 The documents sent in a sealed cover as per list sent by the Dy Comr, are all right & are put up herewith for perusal

AM 5/10/34 The D C may perhaps be asked to send himself, these documents to the Comptr for safe custody.

34 We may send the documents ourselves to the Comptroller. Issue the draft with covering letter

Cover

TYPING SECTION 10 OCT 1934 REV SECT

Sheet

WD 01055—GPB—22,500—12-6-34

Grants of lands for poly technical school
1428

1478

File No 79 of 1932 — General and Revenue Secretariat

To Secy, Legislation
2706 dy 10-10-34
Acknowledges the receipt of documents

Revert after issue Spec para 334
10/10 AM/10/10/34

336) Under Para 9 of the Annexure to Supple Civil Account Code Vol I (Page 175 & 17
the documents will have to be sent to the Comptroller for safe custody This may be done

337) The D.Com's letter & the documents accompanying it may be perused before sending the documents to the Comptroller

338) Chief Secy
through Advocate
Law Section
AM 11/10

The documents are kept in closed cover
AM 11/10/34

339) MM 12/10/34
340) RZ 13/10/34
AM 14/10

13 OCT 1934

341) Please put up a draft to the Comptroller forwarding the Docs to the Comptroller for safe custody
AM 16/10

(Other Detailed)

342) Dft. Submitted
AM 17/10/34

343) The list accompanying the draft requires revision Please [illegible]
AM (8)10

344) The draft & the documents being enclosed in a sealed cover
AM 18/10

638 1478/L

General and Revenue Secretariat | ML File No 79 of 1932 | [App F III—

Serial No

52 The Comptroller to report

No L 2971 dated 24-10-34

Forwards for safe custody the documents enclosed in a sealed cover

Copy to D C Bangalore No L 2972 dated 24-10-34

345) The file may now be sent to the Education Branch for taking further action, with reference Paras 318 & 319

Rgmr 31/10/34 AN 1/11/1934

346) Yes

AN 2/11

EDUCATION BRANCH
3 NOV 1934
GEN & REV

347) Edn Br to W C

AN 2/11/1934

348 Further action re: the Building grants being taken separately in the Gen Br

AR 18/2

ML—Contn Sheet

WD 01055—GPB—22 500—12 6-34

File No of 193

General and Revenue Secretariat

Dear Father Briand,

I am writing this with reference to the interview that Father Brown had with the Dewan and the Second Member of Council ~~yesterday~~ on the 14th afternoon Government understood from Father Brown that you ~~are prepared~~ propose to establish a ~~Technological Institute~~ Polytechnic School with residential hostels on the lines indicated in your letters dated 7/2/30 (+ July 1930 + 19/3/31) at a total cost of about a lakh and a half that you are going to spend about Rs 80,000 out of this amount this year and that the institute ~~is a business concern~~ will be open to all classes of people Government consider that the scheme is likely to ~~reduce unemployment in~~ prove very useful ~~enable the youth of the country to earn their livelihood~~ and are prepared to give a grant ~~of about~~ not exceeding Rs 30,000 on the whole which it is understood that the Mission authorities ~~would like~~ expect the Government to give to enable them to introduce the scheme in its entirety During the current year, it will make a grant of Rs 15,000, which the rest of the grant being payable when the scheme is completed

~~Government are separately taking~~ I action to hand over to you the 13 acres and 32 guntas of land for which you have applied ~~in your letter~~ against and they trust that immediately after you are put in possession you will proceed with ~~your Technological Institute~~ the construction of the hostels.

Yours sincerely,

RJ

Please confirm these arrangements on behalf of Fr Lake

No L 496
Ml 79-32-2

dated 16-7 32

Dear Father Briand,

I am writing this with reference to the interview that Father Brown had with the Dewan and the Second Member of Coun on the 14th afternoon Government understood from Father Brown that you propose to establish a Polytechnic School with residentia hostels on the lines indicated in your letters dated 7th February 14th July 1930 and 19th March 1931 at a total cost of about a lakh and a half, that you are going to spend about Rs 80,000/- out of this amount this year and that the institution will be opened to all classes of people Government consider that the scheme is lik to prove very useful and are prepared to give a grant not exceedin Rs 30,000 on the whole which it is understood that the Mission authorities expect the Government to give to enable them to introd the scheme in its entirety During the current year, it will make grant of Rs 15000 which will be utilised for meeting a portion the cost of acquiring land, the rest of the grant being payable when the scheme is completed

2 Please confirm these arrangements On hearing from you Government will take action to acquire and hand over to you the 13 acres and 32 guntas of land for which you have applied and they th that immediately after you are put in possession, you will proceed with the construction of the buildings

Yours sincerely,

RB
16/7/32

To
Rev Father P M Briand,
Chaplain, St Joseph's Church,
Bangalore City.

(fair draft)

GEN & REV SECTT
890
27 AUG
L & L BRANCH

St Joseph's Church
Bangalore City
25th August 1932

Ml 79-32-3

To
The General Secretary
to the Government of Mysore

GENERAL SECRETARY
26 AUG 19
No.

Sir,

With reference to your letter of the 16th July 1932 I beg to state that I intended to do for the boys what I have done for the girls in Bangalore City

For the girls

1 I have built an Industrial School---a Canarese---Tamil---English Schools---and a Boarding There are already between 5 and 600 girls in the Schools

2 I have built a free Dispensary for the poor and between 2 and 300 patients are daily attended to

3 Also an Orphanage for girls

4 A Foundling Hospital or Creche for small babies

5 A few rooms for blind and destitute Women

6 My last buildings were large Quarters For European Teachers

7 Another Quarters for Indian Teachers and all that at the cost of nearly Two Lakhs of Rupees I do not think that many Gentlemen of Bangalore City have done much more for the City

Why to say all that? It is to show that I think that I can do something for the boys if the Government helps me and allows me to work quickly of slowly according to what I think proper

For the present my final plan for the boys is as follows (with something to be added or removed according to the needs)

1 An Industrial School with various branches or sections according to the needs and circumstances.

2 Large Quarters for the poor boys and destitute young men

3 A High School where some of the pupils may have a part of their time to study in the Mechanical and Industrial Sections

4 A Quarter for young men to study to become Trained Teachers

5 Another Quarter for young Men to study become Teachers in the Industrial branches

6 Residencial Quarters for the Superintendents

That Institution is not a Confessional one---- far from it I know Bangalore City very well and know also that very very few Catholics will be able to follow the courses of that Institution their number will be as not existing

I am sorry to see that the Government does not show any sympathy for my work I thought that the Government of Mysore would be as generous and liberal as what is done in British Indis and even more But it looks to be working in just the opposite direction

1 At first the land to be given was 17½ acres Now according to your letter it has come down to 13 acres and 32 guntas What is the reason of that change? That seems to me to be very strange

2 According to the mind of the Government in the same letter I would have to spend about Two Lakhs of Rupees for the buildings and at once for the 1st year to spend 80000 Rupees, by this time of scarcity of money, and only when the work is completed the Government would give only 15000 Rupees (the other 15000 Rupees are for the acquisition of the land and are out of question) It is also said that it is the

the only help I can expect It is a rather poor assi-
tance

The future does not look very bright and I do not think that any one in the world will undertake this important work under such severe and hard conditions and without any hope of future help After all as it is the duty of the Government to help the poor young men of Mysore, the Government will see if they do the work themselves, how high the expenses will raise and my object will be gained If no better conditions are offered I regret that I shall not be able to carry out my promises

I beg to remain
Sir
Your most obedient servant

P M Briand
Chaplain

D O No. 1593 / ML 79-32-4(a)

GENERAL AND REVENUE SECRETARIAT

Dated Bangalore 31st August 1932

Dear Sir,

With reference to the correspondence ending with your D O letter No C 5 L Dis -3595/30-31 dated 19th September 1931, regarding the land belonging to the Binnay Mills required by Father Briand for the construction of a Polytechinic School in Bangalore City, I am desired to say that the Binnay Mill authorities seem to have written to Father Briand that the area of the land in question-Survey Nos 8,9 and 10 of Bhogenahalli Village-is 17 and odd acres, while --- according to the records of this Office it is 13 acres and 32 guntas I am to request you to kindly have -- this verified and intimate the exact extent of the said Survey Numbers

I am also to enquire, in case the Survey numbers measure only 13 acres, 32 guntas, whether there is any other bit of land adjoining those survey numbers.

numbers, belonging either to Government or the Municipality, which can be given over to Father Briand to make up the 17 1/2 acres required by him

The matter may kindly be treated as immediate and a reply sent with the least possible delay

Yours sincerely,

For General Secretary to Government

draft

To

Y V Anantaraman, Esq . B A .
Deputy Commissioner, Bangalore District

K V R 2
24-8

mL 79-32-4 L1793

Date of issue 6/9/32
Sd by Mr A S Rowe

Dear Father Briand,

I am in receipt of your letter dated the 25th August on the subject of a Poly-Technical School with residential hostels which you propose to construct for all classes of people on the Bangalore-Mysore Road Government note that it is your intention to construct an industrial School with various sections large quarters for students, a high school where some of the pupils may get training in Mechanical and Industrial work Government are in general agreement with your project and they ~~entirely~~ approve of your intention to construct the buildings at your convenience, as funds permit As regards their own contribution towards the buildings, they propose, as I have already told you, to make ~~give you~~ a total grant of Rs 30,000/- of which Rs 15,000/- will be paid this year when the building is completed and the institute has been in operation for one year and Rs 15 000/- next year ~~Government~~ sympathetically consider your application ~~will~~ parel to ~~extend to you the facilities available to you~~ under the ~~Government~~ Educational Grant-in-aid code I ~~may~~ ~~generally~~ assure you that Government fully realise that your institution will materially increase the facilities available in Bangalore for industrial education and it is their intention to ~~they will try~~ to assist you in every possible way as far as their funds permit ~~as much as they possibly can~~

As regard the land required by you according to the present information

Further, in respect of annual maintenance grant

[illegible] and acquisition charges

the area available is only 13 acres 32 guntas, but if more is available they will certainly give you the full 1½ acres for which you ask The matter is being further examined and communication will be sent to you in due course I am to request you to kindly intimate when you are ~~going~~ about to start building operations, so that arrangements may be made for giving you possession of the land before then

Yours sincerely,

General Secretary to Govt

To

Rev Father P M Briand,

Chaplain, St Joseph's Church,
Bangalore City

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated Bangalore 9th/10 September 1932

No L 1915 Enc one / Ene 79-32-5

From

R RANGA RAO Esq B A B L
General Secretary to the Government of His Highness the Maharaja of Mysore

To

The Agents, Secretaries and Treasurers
of the Bangalore Woollen, Cotton and Silk Mills, Ltd
BANGALORE

Sir

I am directed to invite your reference to the correspondence ending with your letter dated 4th September 1930 to the Second Member of Council expressing your willingness to part with your property comprising Survey numbers 8,9 and 10 of Bhoganahalli Village ~~for being given over to the Roman Catholic Mission for the construction of a Poly-Technical School, subject to the conditions specified therein~~ The matter which was under correspondence with Father Briand of the Roman Catholic Mission has just been settled It has been decided in accordance with your suggestion to acquire on your behalf an area of 43 acres and 29 guntas of land in the Jodi Kempapura Village and hand it over to you in return for Survey numbers 8,9 and 10 referred to above ~~which will be given to the Mission~~ which will be made over by Govt

2 Necessary action will be taken by the Deputy Commissioner, Bangalore, for acquiring the Jodi lands referred to above But before he proceeds in the matter, an agreement will have to be executed by the Mills as required by Section 41 of the Land Acquisition Regulation I am accordingly to enclose herewith a copy of a draft agreement which, if agreed to by the Mill authorities, will be sent to the Deputy Commissioner for details being entered of the Schedules referred to in the agreement Thereafter the document may be got executed

3 As the matter is proposed to be treated as urgent, I am to request the favour of an early reply communicating the acceptance by the Mills of the arrangement proposed

Yours faithfully,

General Secretary to Government

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 1916 Ene 2 / ME 79-32

Dated Bangalore 9th / 10 September 1932

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore*

To

The Deputy Commissioner,
Bangalore District, Bangalore

Sir

With reference to the correspondence ending with your D O letter No C 5 L Dis 3795/30-31 dated 19th September 1931 regarding the scheme of Rev Father Briand to establish a Polytechnic School in Bangalore City, I am directed to state that Government desire to expedite the realisation of this scheme which is likely to be of benefit to Bangalore

Father Briand requires to get possession for this purpose of ~~the~~ about 17 acres of lands on the Mysore Road ~~(measuring 15 acres 32 guntas and)~~ out of ~~bearing~~ Survey Nos 8,9 and 10 of Boganahalli Village now belonging to the Bangalore Woollen Cotton and Silk Mills Co , Ltd , The Bangalore Woollen and Cotton Mills Lted have expressed their willingness to part with the above ~~property~~ Survey number, if they, in exchange, are put in possession of the Jodi lands totalling 43 acres and 29 guntas, adjacent to the Bangalore and Mysore Railway line and --- situate in Jodi Kempapur Village They however wish to have a clear title free of all encumbrances and with liberty to convert the lands into building sites without payment of any fine or fee They agree to hand over ~~(the 13 acres and 32 s of)~~ the lands up to below ~~their property~~ as soon as they are put in posses- ~~the Kempapur lands and not before~~

7 I am to state that to give effect to the above arrangement what is needed is only the acquisition o the lands in Jodi Kempapur Village, for the purposes the Bangalore Woollen and Cotton Mills Co , Ltd Si this acquisition is for a company, there is no legal ficulty in the case, but before action can be taken under Section 6 of the Land Acquisition Regulation the Company has to execute the agreement prescribed in Section 41 of the Regulation The Company may in this agreement undertake to transfer to Government their property near the Mysore Road (Consisting of Survey No 8,9 & 10 of Begarahalli Village) ~~consisting of 13 acres 32 guntas of land~~ instead of ~~agreeing to pay~~ paying the cost of acquisition of the Jodi lands As soon as this agreement is executed proceedings may be taken to publish the preliminary No tification under Section 4 of the Land Acquisition Regu lation The powers under Sections 17 (1) and (4) have to be used in order to get possession of the lands as early as possible Immediately possession is thus obt ed, the lands may be ~~delivered~~ delivered over to the Binny Mills, who under the agreement will then put ~~the 13 acres an odd~~ the lands into the possession of Government Government af thus getting possesion of the Company's property may hand ~~it~~ over about 17 acres (of the Cotton estate) to Father Briand for the purpose of the school on his executing a registered deed containing the conditions of the grant viz , that he is to pay immediately one third of the cost incurred by Gover for the acquisition of the Jodi lands and agree to just the other two-thirds out of the building gr

grant which may thereafter be sanctioned by Government and such other conditions regarding the school as may be prescribed by Government in this behalf

As Government desire that prompt action in the matter is to be taken in the manner indicated above, I am to request that drafts of the necessary preliminary and final notifications under Sections 4 and 6 of the Land Acquisition Regulation together with the directions under Section 17 (4) and 17 (1) respectively as well as your report required under Section 40 of the Regulation may kindly be sent immediately It is also desirable that an investigation be made regarding the title of the Bangalore Woollen and Cotton Mills Co Ltd to the lands near the Mysore Road, the whole or part of which is now proposed to be given for the school and an agreement taken from Rev Father Briand that he would take up the ~~se lands~~ latter and execute the deed as mentioned above

The Mills have been separately addressed in the matter of the execution of the agreement (5) under Section 41 of the Land Acquisition Regulation and a copy of the letter addressed to the Agents (No L1915 / ML79-32 Dated 10-9-32) together with that of the draft agreement is sent herewith for your information and further action

I have the honour to be,
Sir,
Your most obedient servant,

(10) 9/10

General Secretary to Government

To

The Agents, Secretaries and
~~Treasurers~~ of the Bangalore Woollen
Cotton and Silk Mills, Ltd
Bangalore

S i r,

I am directed to invite your reference to the correspondence ending with your lette dated 4th September 1930 to the Second Member of Council expressing your willingness to part with your property comprising Survey numbers 8, 9 and 10 of Boganahalli village for being given over to the Roman Catholic Mission for the construction of a Poly-Technical School subject~~ion~~ to the condition specified therein The matter ~~has been~~ which was ~~since~~ under correspondence with Father Briand of the Roman Catholic Mission ~~and it has been decided~~ to acquire on your behalf an area of 43 acres and 29 guntas of land in the Jodi Kempapura village and hand it over to you in return for survey nos 8 9 and 10 referred to above which will be given to the Mission

has just been settled
It has been decided,
in accordance with
your suggestion

Necessary Action ~~will~~ ~~accordingly~~ will be taken by the Deputy Commissioner, Bangalore, for acquiring the Hodi lands referred to above But before he proceeds in the matter an agreement will have to be executed by the ~~Mission~~ Trustees as required by Section 41 of the L A Regn I am accordingly to enclose herewith a copy of ~~the~~ a draft agreement which, if ~~approved~~ agreed to by the

Mill authorities, will be sent to the Deputy Commissioner for ~~further action.~~ details being entered of the Schedule referred to in the agt after thereafter the document may be executed

As the matter is proposed to be treated as urgent/I am to request the favour of an early reply communicating the acceptance by the Mills of the ~~agreement~~ arrangement proposed

Yours faithfully,

RB 9/9/12

8/9

DRAFT AGREEMENT

Memorandum of Agreement made this day of one thousand nine hundred and thirty two, between the Bangalore Woollen, Cotton and Silk Mills Company, Limited, hereinafter called the Company of the one part and the Government of His Highness the Maharaja of Mysore, hereinafter called the Government of the other part,

Whereas for the purpose of constructing a model village for the Company's work people, the Company has applied to the Government for the acquisition under the provisions of the Land Acquisition Regulation, 1894, of the piece or parcel of land containing 43 acres 29 guntas approximately, situate in the Jodi Kempapur village and adjacent to the Bangalore and Mysore Railway line and more particularly ~~directed~~ described in Schedule 'A' hereto and delineated in the plan I hereunto annexed,

And Whereas the Government being satisfied that the proposed acquisition is needed for the aforesaid purpose and that the said work is likely to prove useful to the public, has consented to acquire on behalf of the Company the piece or parcel of land hereinafter described in Schedule A abovementioned

And Whereas the Government has required the Company under the provisions of Section 41 of the abovementioned Regulation to enter into the agreement with the Government hereinafter contained

Now This Indenture Witnesseth that it is hereby agreed and declared as follows -

1) That in lieu of payment to Government of the cost of acquisition of the said land, the Company shall make over to Government, all the land on the Mysore Road in Survey Nos 8, 9, and 10 of Baganahalli Village belonging to the said Company and more fully described in Schedule 'B' hereto and delineated in the Plan II hereunto annexed

2) That the Company shall make out a clear and full title to the said Baganahalli Village lands free from any and all encumbrances and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in Government

3) That on Government being put in possession of the Baganahalli Village lands as abovementioned, but not before possession of the Jodi Kempapur lands shall have been taken under the provisions of the Land Acquisi ion Regulation 1894, the Government shall make over possession of the said Jodi Kempapur lands to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company

4) That the lands to be handed over to the possession of the Company shall be held by the Company for the purpose hereinbefore mentioned and no fine or fee for the conversion of the said land into building sites shall be levied by Government

The Schedule A above refd to

The Schedule 'B' above referred to

Put in the Schedule

In witness whereof the Company has caused its common seal to be affixed and the Chief Secretary to the Government of Mysore, for and on behalf of the Government, has hereunto set his hand and seal the day and year first above written

Seal

The common seal of the above-named Company was hereto affixed in the presence of

Signed, sealed and delivered by the Chief Secretary to the Government of Mysore on behalf of the Government in the presence of

Chief Secy to Govt

To

The Deputy Commissioner,
Bangalore District

Sir,

With reference to the correspondenc ending with your D O letter No C 5 L Dis 3795/30-31 dated 19th September 1931 regarding the scheme of Rev. Father Briand to establish a Polytechnic School in Bangalore City, I am directed to state that Government desire to ~~help to the utmost possible extent~~ expedite the realisation of this scheme which is likely to b of ~~immense~~ benefit to ~~the children of~~ Bangalore ~~City~~

Fathner Briand ~~is willing to have~~ requires to set for this purpose of the lands on the Mysore Road measuring 13 acres 32 gunt and bearing Survey Nos 8, 9 and 10 of Boganahalli village, now belonging to the Bangalore Woollen Cotton and Silk Mills Co , Ltd ~~He is further agreeable to bear one third of the cost of acquiring this property and requests Government for a grant of the remaining two-thirds, half of which he intends t adjust later on from the building gran which he will be entitled under the~~ The Bangalore Woollen and Cotton Mills ~~on the other hand,~~ have expressed their willingness ~~agree~~ to part with above property, if they, in exchange a put in possession of the Jodi lands totalling 43 acres and 29 gunt[illegible] ad

adjacent to the Bangalore and Mysore Railway line and situate in Jodi Kempapur village They however wish to have a clear title free of all encumbrances and with liberty to convert the lands into building sites without payment of any fine or fee They agree to hand over the 15 acres & 22 guntas of their property as soon as they are put in possession of the Kempapur lands as aforesaid

I am to state that to give effect to the above arrangement, what is needed is only the acquisition of the lands in Jodi Kempapur village for the purposes of the Bangalore Woollen and Cotton Mills Co. Ltd Since this acquisition is for a company there is no legal difficulty in the case, but before action can be taken under Section 6 of the Land Acquisition Regulation, the Company has to execute the agreement prescribed in Section 41 of the Regulation The Company may in this agreement, undertake to transfer to Government their property near the Mysore Road consisting of 15 acres 32 guntas of land instead of agreeing to pay the cost of acquisition of the Jodi lands, Government after thus getting possession of the Company's property may hand it over to Father Briand for the purpose of the school, on his executing a registered deed containing the conditions of the grant viz. that he is to pay immediately one third of the cost incurred by Government for the acquisition of the Jodi lands and agree to adjust the other one-third out of his

As soon as this agreement is executed, proceedings may be taken to have the preliminary notification under sec 4 of the LA Regn. The powers under secs 17 (1) and (4) have to be used in order to get possession of the lands as early as possible. Immediately possession is obtained, the lands may be delivered to the Bunny Hills who agree to enter into the agreement with them

the building grant which may thereafter be sanctioned by Government and such other conditions regarding the school as may be prescribed by Government in this behalf

As Government desire that prompt action in the matter is to be taken in the manner indicated above, I am to request that ~~proposals may be sent early for issue~~ drafts of the necessary preliminary & final notifications under Sections 4 ~~of the Land Acquisition Regulation for the acquisition of the Jodi lands,~~ ~~together with~~ your report required under Section 40 of the Regulation, It is also desirable that an investigation be made regarding the title of the Bangalore Woollen and Cotton Mills Co , Ltd to the lands near the Mysore Road, now proposed to be given for the school, and an agreement taken from Rev Father Briand that he would take up these lands and execute the deed as mentioned above

and to of the L A Regn, together with the directions under sec 17(4) and 17(1) respectively, as well as may kindly be sent immediately

The ~~Bonny~~ Hills have been separately addressed in the matter of the execution of the agreement under sec 41 of the L A Regn and a copy of the letter addressed to the Agent (No) together with that of the draft agreement is sent ~~for~~ herewith for your information & ~~further~~ action —

I have &c ,

RG
9/9/13

General Secretary to Government

L 1916 Ener
- me 79-32

10th September 1932.

The

The Deputy Commissioner,
Bangalore District

With reference to the correspondence ending with your letter No C 5-L Dis 3795/30-31 dated 19th September 1931, regarding the scheme of Rev Father Briand to establish a Polytechnical School in Bangalore City, I am directed to state that Government desire to expedite the realisation of this scheme which is likely to be of benefit to Bangalore

Father Briand requires to get possession for this purpose of about 17 acres of lands on the Mysore Road out of Survey Nos 8, 9 and 10 of Begamahalli Village, now belonging to the Bangalore Woollen, Cotton and Silk Mills Co , Ltd , The Bangalore Woollen and Cotton and Silk Mills Ltd , have expressed their willingness to part with the above survey number, if they, in exchange, are put in possession of the Jodi lands totalling 43 acres and 29 guntas, adjacent to the Bangalore and Mysore Railway line and situate in Jodi Kempapur Village They however wish to have a clear title free of all encumbrances and with liberty to convert the lands into building sites without payment of any fine or fee They agree to hand over the lands ~~xxxxxxx~~ referred to above as soon as they are put in possession of the Kempapur lands

I am to state that to give effect to the above arrangement, what is needed is only the acquisition of the lands in Jodi Kempapur Village, for the purposes of the Bangalore Woollen and Cotton Mills Co , Ltd Since this acquisition is for a com [illegible] in no legal difficulty in the case, but before action can [illegible] tion 6 of the Land Acquisition Regulation, the

Company has to execute the agreement prescribed in Section 41 of the Regulation The Company may in this agreement, undertake to transfer to Government their property near the Mysore Road consisting of Survey Nos 8,9 and 10 of Boganahalli Village instead of paying the cost of acquisition of the Jodi lands. As soon as this agreement is executed proceedings may be taken to publish the preliminary Notification under Section 4 of the Land Acquisition Regulation The powers under Sections 17(1) and (4) have to be used in order to get possession of the lands as early as possible Immediately possession is thus obtained the lands may be delivered over to the Binny Mills who under the agreement will then put their lands into the possession of Government Government after thus getting possession of the Company's propert may hand over about 17 acres (if it contains as much) to Father Briand for the purpose of the school, on his executing a registered deed containing the conditions of the grant viz , that he is to pay immediately one third of the cost incurred by Government for the acquisition of the Jodi lands and agree to adjust the other two-thirds out of the building grant which may thereafter be sanctioned by Government and such other conditions regarding the school as may be prescribed by Government in this behalf

As Government desire that prompt action in the matter is to be taken in the manner indicated above, I am to request that drafts of the necessary preliminary and final notifications under Sections 4 and 6 of the Land Acquisition Regulation together with the directions under Secti (4) and 17(1) respectively, as well as your report required under Sectio of the Regulation may kindly be sent immediately It is also desirable an investigation be made regarding the title of the Bangalore Woollen an Cotton Mills Co , Ltd , to the lands near the Mysore Road, the whole or part now proposed be given for the school, and an agreement taken from Rev Father Briand t he would take up the latter and execute the deed as mentioned above

The Mills have been separately addressed in the matter of the execution of the agreement 5 under Section 41 of the Land Acquisition

Regulation

Regulation and a copy of the latter addressed to the Agents (No dated)together with that of the draft agreement is sent herewith for your information and - further action

I have the honor to be,

Sir,

Your most obedient servant,

A Subba Rao

for General Secretary to Government

S R -2

1 ML 79-32-7

ANANTARAMAN, B A
Commissioner

GEN & REV. SECTN
1205
10 SEP 1932
L & C BRANCH
9/9/32

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

C5 L 812
32-33

Dated 8th September 1932

Dear Sir,

With reference to your D O Letter No L 1593/MI 79-32 dated the 31st August 1932, enquiring whether the area of the land belonging to the Binny Mills, required by Father Briand for the construction of a Polytechnic School in Bangalore City and comprising of S Nos 8, 9 and 10 of Bhogenahally Village, is 13 acres-32 guntas or 17 and odd acres, I beg to state that it is reported by the Amildar, Bangalore Taluk, that on a reference to the Khetwar it is seen that the total extent of S Nos 8, 9 & 10 is acres 25 and 24 guntas, as noted in the margin Out of this 25acres and 24 guntas an extent of 23 acres and 15 guntas is in the possession of the Binny Mills, comprising the following S Nos 8, 9/1, 10/2 & 10/3

		A G
S No	8	6-29
"	9/1	9-21
"	9/2	0- 3
"	10/1	2- 6
"	10/2	4-17
"	10/3	2-28
	Total	25-24

Yours sincerely,

R Ranga Rao, Esq , B A , B L ,
General Secretary to the Government of Mysore,
Bangalore

32.

Requested in person the plan of the portion of Kempapura village proposed to be granted for Messrs Binny & Co

Thanking you
Yours
Bangalore
16/9/32

L 2124
Mel 7-32
16-9-32

Dear Sir,

In reply to DO letter No. JC 2834/32-33 of yesterday's date re acquisition of lands near Jodi Kempapura village for the Binny Mills, I wish to inform you that Mr H Sreenivasa Char who called here today has been given the plan of the said lands which had been sent by the Mills & which contains also the surveyor's extent of the lands

Yours sincerely

S Kuppaswamy Gowda
P A to DC Blue

D puty Commi ione

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

D di Number 2834/32 33 GEN & REV SECT 3267 16 SEP 1933 L & G BRANCH Dated 15th September 193

Dear Sir

Please see correspondence ending with General Secretary's letter No L 1916/ml 7-32, dated the 1 instant about the grant of certain lands to Rev. Father Briand for a Poly-technical school and acquisition of certain lands in Jodi Kempapur village for being handed over to the Bangalore Woollen, Cotton and Silk Mills Ltd. Neither the letter nor our previous file on this subject show what precisely are the lands in Jodi Kempapur that have to be acquired To save correspondenc and delay Mr. Srinivasachar, the Amildar of the Bangalore taluk is going to you with this note for definite particulars Kindly enable him to get at them

I may suggest that you may confirm the particu furnished to you by following up your letter with these particulars

Yours sincerely
S Rama

Subba Rao, Esq, B A, B L,
Assistant Secretary to Govt
Bangalore

THE BANGALORE WOOLLEN, COTTON & SILK MILLS CO. LD.

TELEGRAPHIC ADDRESS
WOOLLEN BANGALORE

TELEPHONE No 371

1357

L & G BRANCH

BANGALORE CITY 16th September 19 32

ga Rao Esq , B A , B L , Mc 79-32-58

General Secretary to the Government of
His Highness the Maharaja of Mysore,
General & Revenue Secretariat,
BANGALORE

Sir,

We have the honour to acknowledge receipt of your No L1915/MC79-32 dated 10th September enclosing a copy of a draft agreement in connection with the acquisition on our behalf of an area of 43 acres and 29 guntas of land in the Jodi Kempapura Village in return for our land under Survey Nos 8, 9 & 10 of the Boganahalli Village

We are pleased to learn that it has been decided, in accordance with the suggestion we made in our letter dated 4th September 1930, to acquire on our behalf the land above mentioned, and we also note that the necessary action will be taken by the Deputy Commissioner, Bangalore for acquiring the Jodi lands, but before he proceeds in the matter an agreement will have to be executed by this Company as required by

Section 41 of the Land Acquisition Regulation

The draft agreement you have sent on to us meets with our approval and we shall be glad to complete it after the Deputy Commissioner has entered in the Schedule referred to therein full details of the sites in question

We are very pleased that this matter has now been settled and we are particularly glad to find that His Highness s Government have taken a sympathetic interest in the question of the initial requirements for a Housing scheme for our workpeople

We should like to make one suggestion with regard to Clause 3,line 6,of the draft agreement Although we understand that lands acquired by Government will be free from all encumbrances, may we ask for the inclusion of the words "Free of all encumbrances" after the words 'Kempapur lands' in this particular clause of the draft agreement

Yours faithfully,
BINNY & CO. (MADRAS), LTD.,
DIRECTOR,
AGENTS, SECRETARIES & TREASURERS
The Bangalore Woolen Cotton & Silk Mills Co Ltd

LK

Appendix F G—1]

SUBJECT

Section Mil

File No 79-32

Serial No 9

Diary No of letter replied to L 1357

No L 2385 / Encl one

To The Deputy Commr Bangalore Dist
Bangalore

General and Revenue Secretariat

(Mil)

the *19*

Date of issue 27-9-32

Signed by Mr A S Rao

Sir

In continuation of this office no 1916 Mil 79-32 dated 10/9/32 regarding the acquisition of certain lands in connection with the scheme of Rev Father Brown to establish a Polytechnic School in Bangalore city, I am directed to forward herewith a copy of letter dated 16/9/32 from the Bangalore Woollen Cotton & Silk Mills Ltd, approving of the draft agreement sent to them ~~in connection with the acquisition on sworn betary of certain lands in the Jeeva Kempapura village and the inclusion,~~ ~~must~~ in clause 3 line 6 ~~quit deeds~~ ~~agreement~~ thereof, the words —

List of enclosures

Copied by

Checked by 27/9

free of all encumbrances" after the words "Kempapun lands", ~~and~~ ~~are~~ directed to state that there is no objection to accept the addition of the words proposed by the Rules in the draft agreement, as the acquisition under the L. A. Rgn will be free from ~~all encumbrances~~ I am to request you to get a fair copy made of the agreement with the addition of the words proposed by the Rules, and with the Schedules A + B duly entered and send the same with the plans to accompany for being sent on to the Rules for execution

I am also to request that the submission of the draft notifications under the L. A. Rgn already called for may be kindly expedited

Thanks

26/9/32

Asst Secy General Secs Dept

Extra

No L 2385/one

27th September 1932

The Deputy Commissioner,
Bangalore District

In continuation of this office letter No 1916 Ml. 79-32 dat 10th September 1932 regarding the acquisition of certain lands in connection with the scheme of Rev Father Briand to establish a Polytechnical School in Bangalore City, I am directed to forward herewith a copy of letter dated 16th September 1932 from the -- Bangalore Woollen Cotton & Silk Mills Ltd, approving of the draft agreement sent to them and suggesting the inclusion in clause 3 line 6 thereof of the words 'free of all encumbrances' after the words 'Kempapur lands' I am to request you to get a fair copy ma of the agreement with the addition of the words proposed by the - Mills and with the Schedules A & B duly entered and send the same with the plans to accompany for being sent on to the Mills for execution

I am also to request that the submission of the draft -- notifications under the Land Acquisition Regulation already calle for may be kindly expedited

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government,

TD 2

M1 79-32-10

Inward ture mm t
pl q t
No 65-360/32-33
ecords
T l Add — DEPCOM
P t B N 84

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT

Dated Bangalore the 11th October *1932*

REV SECTN
1712
GEN
15 OCT
L. & C. BRANCH

FROM

K V Anantaraman, Esqr , B A ,
Deputy Commissioner
Bangalore District

To

Ranga Rao, Esqr , B A , B L ,
General *Secretary*
to the Government of Mysore
Bangalore

GENERAL SECRETARIAT
14 OCT 1932
No

SIR

Subject — Acquisitionof certain lands in Jodi Kempapur village Kasaba hobli, Bangalore Taluk for the Bangalore Woollen Cotton and Silk Mills Ltd , Bangalore

With reference to correspondence ending with your letter o L 2335/M 1 79-32-9 dated 27-9-1932 on the above subject, I have the honour to report under Section 40 of the Land Acquisition Regulatio that the lands in the Jodi Kempapur village, Bangalore Taluk, detailed in the enclosures to this letter and proposed to be acquire are required for a public purpose viz , for the construction of a model village for the Company's work people

2 I also forward herewith a fair copy of the agreement form with the addition of the words proposed by the Mills together with

1) Sketch relating to the land to be acquired in Jodi Kempapur (vide Schedule of the draft agreement form)

and 2) Sketch showing the lands belonging to Bangalore Woollen & Cotton Mills Ltd in Bogenahalli village (vide Schedule B)

2 marginally noted sketches and schedules A and B duly entered as desired in your letter under reply

3 Necessary draft notifications under sections 4 and 6 of the Land Acquisition Regulation together with directions under Section 17(4) and 17(1) respectively for the acquisition of 43 acres and 19 guntas of land out of Nos 44,46,47,42,43,45 and 46 of Jodi Kempapur village, Bangalore Taluk are also enclosed The total extent mentioned in the sketch works out to 43 acres 19 guntas and not 43 acres 29 guntas

4 The cost of acquisition is estimated to be Rs 25611-15-6 as per valuation statement enclosed or Rs 26000/- in round figures

5 The connected papers ending with th

Divisi[redacted]Officer's memo o Pl-243/32-33 dated 27-9-
also accompany for kind reference

6 I have separately asked the Amildar to inv
the title of the company to the lands near the Myso
in Bogenahalli village and to obtain an agreement f
ather Briand that he would take up these lands and
the deed as required in your letter o L 1916/ 1 19
10-9-32

I have the honour t
Sir,
Your most obedient ser

Deputy Commissioner
Bangalore District

V V 13-10-32

GENERAL SECRETARY
21 OCT
No. 1869
24 OCT 1932

and 79-32-41

St Joseph's Church
Bangalore City
21st October 1932

To

The General and Revenue Secretary
to
the Government of Mysore

Letter seen by the Dewan
21/10/32

Sir

With reference to your letter of the 6th September 1932, I beg to state that I regret to say that I cannot agree with what you write in your letter

1st The Government will give 15000 Rupees towards land acquisition and 15000 Rupees for the building of the Industrial School (It is only for the Industrial School)But under the denomination of Buildings you join High School Quarters for the Students etc and I cannot agree with that By that clause it could be understood that the Government would not give any future assistance for any more building Therefore I cannot agree with your preposition

2nd I have the promise from the Government to have the entire land of the Binny's Mill According to the letter of the Manager of the Binny's Mill that land contains 17 acres and 40 or 42 guntas I suppose that the Manager of the Mill

knows very well how many acres his land contains Why
to come down to 13 acres and 32 guntas! When the pre
been made why to consider the matter any more! When
ment has been given it must be fulfilled

3rd You donot say any thing about the Pelic
and the land adjoining The Government has premised me
the Police Statior and the delimitation for that land
be Mysore Road,Mill Road,Goripaleam Road For a settle
the matter the Government told me that if a Pelic Sta
necessary for that Quarter they would take the Corner
Parade Ground of the Sepoys,on the other side of the
transfer the Pelice Station,as the Corner is useless
Parade

I am ready to work for the boys and young me
Mysore and in my last letter I stated what were my in
projects and conditiers But every thing must be clear
be a fair play and not ambiguous When we talk about t
ter it is clear in official letters it is dark and am
I donot like it and I cannot agree with it

4th You ask me when I am likely to start th
ding operation I think that the first thing to start
ding is to be in possession of a piece of land But at
I have nothing

It is a pity that the wordings of your letters seem a trap for me I would like to be fair and square If kind of useless correspondence is to go on,I will be obli to call on the Devan once more and to tell him that in its of all that he has promised me your letters are still mbigueus

I beg to remain

Sir,

Your most obedient servant

P M Briand

Catholic Priest

Result of the General Secretary Mr R Ranga Rao's interview with the Rev Father P Briand at the latter's residence St Joseph's Church, Bangalore City on the morning of the 3rd November 1932

Father Briand's proposals are as follows --

(1) That his ultimate plan is generally as follows (subject to any alterations that may become necessary in course of time)

(a) To construct a building for an industrial school with various sections according to the needs and circumstances

(b) A high school with vocational training

(c) A school for training teachers in Industrial subjects

(d) A home for poor boys and destitute young men

(f) Residential quarters for the staff

All the above institutions to be entirely non-sectarian The completion of the whole plan may take many years as the work will be taken up in stages as funds become available If it is not completed during his life time, his successors will shoulder the responsibi

Immediately, however, will begin

item (a) as soon as he is placed in possession of the site

(2) That he should be given as early as possible at least 17½ acres of the land to be acquired from the Binny Mills viz , S Nos 8, 91, 10/2 and 10/3 of Bagainahalli village, including the building and site of the police station now standing thereon

(3) That he will pay immediately 1/3 of the cost of acquisition of this land subject to a maximum of Rs 8,000

(4) The Government should pay him a building grant of Rs 15 000 towards the Industrial School building (item a) alon and promise to consider the question of giving suitable grants for the other items when they are taken up

(5) That Government should consider applications for maintenance grants for the various institutions when they are made

The proposals put forward by Government are --

(1) That they would acquire 43 acres 19 guntas of land in Jodi Kempapur village to be handed over to the Binny Mills in exchange of the land to be given to Father Briand

(2) That Father Briand should pay immediately 1/3rd of the cost of the above acquisition and agree to adjust the other 2/3 out of the building grant which may be paid by Government

(3) That they would pay a total building grant (for all the items enumerated above) of Rs 30,000, half this year and half the next

sympathetically considered under the rules of the grant-in-aid code

From the above it will be seen that there is some difference between the proposals of Father Briand and the terms which Government have offered him He apparently wants Government to commit themselves to giving grants for his entire scheme as it develops At present he is concerned only with the Industrial School and according to his proposals which he said were the minimum, Government will have to give him 17½ acres of free site (including the Police Station building and site) plus Rs 7000 cash contribution for the Industrial school alone

According to the estimate of the Deputy Commissioner, the cost of acquisition of the 43 acres 19 guntas of land of Jodi Kempapur will be Rs 26,000 including statutory allowance of 15%) Actually, however, it may be more or less according to the awards of the Land Acquisition Officer The total extent of the land to be given in exchange for this by Binny's will be 21 acres 31 guntas 12 sq yds whose intrinsic value is over a lakh of rupees i e at about Rs 2 per sq. yd Out of this however only 17½ acres will be given to Father Briand This will have cost Government about Rs 21,000 of which Father Briand will pay only Rs 7,000. According to Father

Government will have to give him a site costing about Rs 21,000 plus a cash contribution of Rs 8000 for item (a) of his project alone, i e , in all, a contribution of Rs 29 000 against Rs 900 (Rs 30,000 - 21,000) which they intend giving for the whole scheme

Q V Raghavachari with Fatehchand

to give all 17 acres of land belonging to Benny's & also the Phila Stn bldg	accepted by B
to recover a sum of abt Rs 8000 from Fatehchand towards acqn of site	accepted by B
~~to [illegible]~~	
to recover a sum of abt 16000 taken towards cost of acqn	not accepted
to give Rs 15000 this year + Rs 15000 next year	accepted but [illegible]
to give such help for maintenance as finances permit	accepted

Father Francis not willing to
pay Rs 16,000 towards account
He wants his candidature to be
confirmed for son

In the result he wants

the 17 acres
Police station etc
at 7000 rupees total
flg grant
Irrukkam charges
Also he wants to take up his
in instalments on front

Result of the General Secretary, Mr R Ranga Rao's, interview with the Rev Father P Briand at the latter's residence St Joseph's Church, Bangalore City, on the morning of the 3rd November 1932

Father Briand's proposals are as follows --

(1) That his ultimate plan is generally as follows (subject to any alterations that may become necessary in course of time) —

(a) To construct a building for an industrial school with various sections according to the needs and circumstances

(b) A high school with vocational training

(c) A normal school for training teachers

(d) A school for training teachers in Industrial subjects

(e) A home for poor boys and destitute young men

(f) Residential quarters for the staff

All the above institutions are to be entirely non-sectarian The completion of the whole plan may take many years, as the work will be taken up in stages as funds become available If it is not completed during his life time, his successors will shoulder the responsibility Immediately, however, he will begin with

item (a) as soon as he is placed in possession of the site

(2) That he should be given as early as possible at least 17½ acres of the land to be acquired from the Binny Mills viz , S Nos 8, 9/1, 10/2 and 10/3 of Bagainahalli village, including the building and site of the police station now standing thereon

(3) That he will pay immediately 1/3 of the cost of acquisition of this land subject to a maximum of Rs 8,000

(4) The Government should pay him building grant of Rs 15,000 towards the Industrial School building (item a) alone and promise to consider the question of giving suitable grants for the other items when they are taken up

(5) That Government should consider applications for maintenance grants for the various institutions when they are made

The proposals put forward by Government are --

(1) That they would acquire 43 acres 19 guntas of land in Jodi Kempapur village to be handed over to the Binny Mills in exchange of the land to be given to Father Briand

Which is worth one lac of rupees

(2) That Father Briand should pay immediately 1/3rd of the cost of the above acquisition and agree to adjust the other 2/3 out of the building grant which may be paid by Government

(3) That they would pay a total building grant (for all the items enumerated above) of Rs 30,000, half this year and half the next

sympathetically considered under the rules of the grant-in-aid code

From the above it will be seen that there is some difference between the proposals of Father Briand and the terms which Government have offered him He apparently wants Government to commit themselves to giving grants for his entire scheme as it develops At present, he is concerned only with the Industrial School and according to his proposals, which he said were the minimum, Government will have to give him 17½ acres of free site (including the Police Station building and site) plus Rs 7000 cash contribution for the Industrial school alone

According to the estimate of the Deputy Commissioner, the cost of acquisition of the 43 acres 19 guntas of land of Jodi Kempapur will be Rs 26,000 including statutory allowance of 15%). Actually, however, it may be more or less according to the awards of the Land Acquisition Officer The total extent of the land to be given in exchange for this by Binny's will be 21 acres 31 guntas 12 sq yds intrinsic value is over a lakh of rupees i e , at about Rs 2 per sq-yd Out of this, however, only 17½ acres will be given to Father Briand This will have cost Government about Rs 21,000 of which Father Briand will pay only Rs 7,000 According to Father Briand's [illegible] therefore

Government will have to give him a site costing about Rs 21,000 plus a cash contribution of Rs 8000 for item (a) of his project alone, i e , in all, a contribution of Rs 29,000 against Rs 9000 (Rs 30,000 - 21,000) which they intend giving for the whole scheme

[Appendix F G—1]

SUBJECT

Section ML

File No 79-32

Serial No 12

Primary No of letter replied to [illegible]

No L 3460

To The D.C., Bangalore

General and Revenue Secretariat

( )

the 193

Date of issue 18/11/32

Signed by Mr A S Rao

Sir

With reference to your letter No Cs 869/32-32 dt 11 10 32 intimating that the cost of acquisition of the 43 ac n 199 of land in Jodi Kempapura village, to be given ~~in exchange~~ to the Bangalore Woollen, Cotton & Silk Mills Co Ltd in exchange for the land in Bagamakalli is estimated at Rs 26 00 I am directed to state that before finally committing ourselves to the acquisition Govt would like to have as near an estimate as towards of the amount that is likely to be actually awarded by the L A O.

I am, therefore, to request you to be

Generally in view of the fact that an earlier estimate is different from the latest

List of enclosures

Copied by

WD 71—GBPM—40 000—20-7-31

to good as to go through the estimate carefully and estimate as early as possible whether it is likely to be exceeded in the final awards, and if so, by how much

I have the

RB 16/11/3

Off of Ch Lib

16/11

17th November 1932
18

The

The Deputy Commissioner,
Bangalore District

With reference to your letter No C 5 869/32-33, dated 14th October 1932 intimating that the cost of acquisition of the 43 acres and 19 guntas of land in Jodi Kempapur village to be giv to the Bangalore Woollen Cotton & Silk Mills Co , Ltd , in exchan for their land in Bagainahalli, is estimated at Rs 26,000/-, I am directed to state that before finally committing themselves to th acquisition, Government would like to have as near an estimate as possible of the amount that is likely to be actually awarded by t Land Acquisition Officer - especially in view of the fact that an earlier estimate was different from the latest

I am, therefore to request you to be so good as to go through the estimate carefully and intimate as early as possible whether it is likely to be exceeded in the final awards and if so, by how much

I have the honor to be,
Sir,
Your most obedient servant,

18/11
for Chief Secretary to Government

TML-2

Dep ty Comm oner

D O C5-369/32-33

DEPUTY COMMISSIONER S OFFICE
BANGALORE

Dated 23rd November 1932

No 2403
25 NOV 1932
L. & C BRANCH

Dear Sir

With reference to the Chief Secretary s letter No L 3460/M 79-32-12 dated 13-11-32 regarding the cost of acquisition of the lands in Jodi Kempapur village to be given to the B W C & S Mills Co Ltd in exchange for their lands in Bhogenahalli to be taken up for the purpose of constructing a Poly - technical School in Bangalore City I am desired to request you to kindly send for reference and return the valuation statement sent with this office letter No C5-369/32-33 dated 13-10-32

Yours sincerely

To

Subba Rao Esq B A B L
Assistant Secretary to Government

SVS/24-11-32

[Appendix F G—1]

SUBJECT

Immediate

Section ml

File No 79-32

Serial No

Diary No of letter replied to L2403

No L 3616/Emeone Staff

Do

To-

General and Revenue Secretariat

(ml)

the 193

Date of issue 25/11/32

Signed by M2 A S Rao

Dear Sir

As observed in your Do letter no CS 369/32 33 dated 25/11/32, I enclose herewith the valuation statement of the lands in Modi Kempapura village to be given to the Bangalore woollen, cotton & silk mills in exchange for their lands in Bhoogenahalli to be taken up for constructing a Polytechnic school, received with your letter no CS 369/32-33 dt 13/10/32

Yours faithfully

List of enclosures

25/11

Copied by

25/11

Checked by

To

S Krishnaswamy Iyengar Esq Bart

P A to the DC Bangalore

25th November 1932

Dear Sir,

As desired in your D O letter No C 5 369/32-33, dated 23rd November 1932 I enclose herewith the -- valuation statement of the lands in Jodi Kempapur - - village to be given to the Bangalore Woollen, Cotton and Silk Mills in exchange for their lands in Bhogenahall to be taken up for constructing a Poly-technic school, received with your letter No C 5 369/32-33, dated 11th October 1932

Yours sincerely,

25/4

S Kuppuswami Iyer Esq , B A ,
Personal Assistant to the Deputy Commissioner,
Bangalore District

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

A.899/32-33

Dated 26th November 1932

GEN & REV SECTT
L 2443
28 NOV 1932
L & C BRANCH

Dear Sir,

I acknowledge with thanks the valuation statement pertaining to the acquisition of landss in Jodi Kempapur village sent with your D O letter No 3616/A1 79-32 dated 25-11-1932 The Sub Registry Office statistics sent with this Office letter No C5-L 3795/30-31 dated 21-9-31 are also required for reference I request you to kindly send them per bearer of this letter

Yours Sincerely,

S Kempaiah

A Subba Rao, Esqr, B A, B L,
Assistant Secretary to Government,
Bangalore

need the statistics
not to be sent
28/11/32

Serial No	

Not intend for appeal
28/11

File No of 193

General and Revenue
Secretariat

In all f ture commun t please qu te
N C5-869/32-33
E

T l Add — DEPCOM

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 3rd December *1932*

FROM

K V Anantaraman, Esq , B A ,
Deputy Commissioner
Bangalore District

2622

TO

H Ranga Rao, Esq , B A ,B L ,
Chief *Secretary*
to the Government of Mysore
Bangalore

CHIEF SECRETARY
6 DEC 1932

SIR

Subject —

With reference to your letter No L 3460/11 79-32-~~[illegible]~~ dated 17th November 1932, enquiring whether the estimated cost of acquiring 43 acres 19 guntas of land in Jodi Kempapura village, proposed to be given to the Bangalore Woollen,Cotton and Silk Mills Ltd , in exchange for their land in Bogenhalli is likel to be exceeded in the final awards etc , I have the honour to state as follows --

2 In the first place, I submitted only one estimate and I a not aware of the earlier estimate referred to by you In m letter No C5-L-3795/30-31 dated 21st September 193[illegible] I stated t this land might be worth s 500/- per acre with full reasons fo suggesting this rate This was arrived at after closely examining the transactions in the Sub-Registry Office in respect lands in Jodi Kempapur, Bogenhalli, Jedehalli and Burgimuddena halli villages and after personal inspection of the lands in q tion The valuation statement sent with my letter No C5-869/ dated 13th October 1932 is only in accordance with this rate a it includes the value of malki on the lands and the probable [illegible] tory allowance that may have to be given by the acquisition of

3 Any valuation at this stage cannot but be approximate and cannot be made binding on the Land Acquisition [illegible] take into consideration all the factors that have entered into present valuation But his ultimate award would depend not o on these factors but also on materials that may be put forward the owners of the land at the time of his pas[illegible] the award

regret therefore that I cannot anticipate what his award is likely to be and revise the estimate already furnished to Government. I may say however that before the Land Acquisition Officer actually passes the award, it will come up to me for approval and will receive proper scrutiny. If the amount is then found to be too high, the acquisition proceedings may then be dropped.

I have the honor to be,
Sir,
Your most obedient servant,

DEPUTY COMMISSIONER,
BANGALORE DISTRICT

53/3-12-39

ml79-32-14

St Joseph's Church,
Bangalore Cit
27th February, 1933

GEN REV SEC
3782
L & G BRANCH

From

Rev Father P Briand
St Joseph's Church Bangalore Cit

PRIVATE SECRETARY
2-MAR 1933
R-2-9

The General Secretar,
Govt of Mysore, Bangalore

Sir

With reference to the correspondence resting with the Rev Father's letter dated 14th Feb to the Private Secretary to the Dewan in regard to my scheme of opening out a model technic school in the Bangalore city I have the honour to state that His excellency the Bishop of Mysore and his Council have accepted my Scheme and are in favour of accepting the following of the two alternatives placed before us personally by Mr L C Narasimha Asst Secretary to Govt on behalf of Government in regard to the assistance which they are prepared to give us Viz that Government will give us the Site on the Bangalore Mysore Road which they propose to acquire from Messers the Bangalore Woollen Cotton & Silk Mills Ltd and an initial grant of Rs 10000 towards the construction of the building

I have the honour to be

Sir

Your most obedient servant

P M Briand

Chaplain

F G-I]

SUBJECT

Section ml

File No 79-32

Serial No 15

Diary No of letter replied to L 3782

No L 6225

To

Rev James P Bruno
St Joseph's Church Bangalore

General and Revenue Secretariat

(ml)

the 193

Date of issue 25/3/33

Signed by Mr A S Rao

Stating that His Excellency the Bishop of Mysore & his Council are in favour of accepting the alternative of free grant of site, & an initial grant of Rs 10000 offered by the Govt in connection with

Sir

I am directed to acknowledge with thanks the receipt of your letter dated 27 2 33 accepting the terms offered by Govt in regard to your scheme of opening out a Polytechnic school in the Bangalore city and to state that the necessary further action in the matter will be taken early

I have etc

RB
7 3/33

for General Secy to Govt

List of enclosures

Copied by

Read by

Extra

L 6225

23rd March 1933
25th

The

General Department

Rev Father P Briand
St Joseph's Church, Bangalore City

I am directed to acknowledge with thanks the receipt of your letter dated 27th February 1933 stating that His Excellency the Bishop of Mysore and his Council are in favour of accepting the alternative of free grant of site and an initial grant of Rs 10 000 offered by the Mysore Government in connection with your scheme of opening out a Polytechnic School in the Bangalore City and to state that the necessary further action in the matter will be taken early

I have the honor to be
Sir
Your most obedient servant

For Secretary to Government
General Department

Section MP
File No 79-32
Serial No 16

ary No of letter replied to

No L 6226/Revs Three

To

The Agents, Secretaries and Treasurers of the Bangalore Woollen Cotton and Silk Mills Ltd Bangalore

General and Revenue Secretariat

( )

the 193

Date of issue 25/8/33

Signed by Mr R R Rao

Sir

With reference to the correspondence ending with your letter dated 16/9/32 ~~stating that~~ proposing the draft agreement in connection with the acquisition on your behalf of certain lands ~~an area of 43 acres 29 guntas of land~~ in the Jodi Kempapura village in lieu of your land under Survey No 8, 9 & 10 of Boganahalli village, ~~[illegible]~~ ~~your approval~~, I am directed to state ~~that necessary~~ order sanctioning the acquisition of the lands in Jodi Kempapura

municating the acceptance of the Mills of the

List of enclosures

Initialed by

forward herewith the draft agreement with the additions made in clause 3 thereof as suggested by you and the [illegible] duly filled in,

Examined by

~~and to request~~

~~village and authorising me to take possession of the same immediately. I will be passed and communicated to you shortly~~

and to request that it may be got typed on parchment paper and duly executed by the Rulers and returned to this Office for execution on behalf of Government. The agreement may be in duplicate, one being a counterpart of the other, so that each party may have one copy.

On the execution of the agreement, action will be taken to acquire the lands in your Kempapura village as set forth in the Schedule to the agreement. It will be seen that the total area of the S.Nos to be acquired will come to 43 acres 2-19 guntas, and not 43 acres 2 29 guntas as stated in your letter of 4.9.30.

I have
[illegible] 13/33
Yours faithfully

Memo No. L 6227/Land [illegible] 23/8/33
Copy to [illegible]

Schedule A

Details of lands proposed to be acquired in Jodi Kempapur Village

Sl No	Taluk	Hobli	Village	S No	Kind	Total extent A G	Kharab A G	Remaining extent A G	Assessment	Extent proposed to be acquired A G	Assessment	Boundaries East	West	North	South
1	Bangalore	Kasaba	Jodi Kempapura	44	Dry	4 - 1	- 20	3 21	-	4 1	-	Bnogenahalli limits	Vone	Railway road	S No 4
2				6	Dry	12 11	- 20	11 31	-	12 11		Do	Vori & S No 47	S No 44	Bnograhalli limits
3				47	Dry	5 3	- 2	5 1	-	5 3		S No 46	Vori	S No 46	S No 46
4				Old S No 42 New S No303	Dry	10 14	- 16	9 33	-	2 10	-	Vori and Aswatha Katte	Railway Road	Railway Road	S No 43
5				43	Dry	6- 12	- 13	5 39	-	6 -12	-	Vori	do	Old S No 42 New S No 303	S No 45
6				45	Dry	9- 16	- 4	9 12	-	9 -16	-	Do	S No 49	S No 43	S Nos 47 and 48
				43	Dry Garden Kharab	12 - 20 0- 13 0- 1 12 39	1	12 -33		4 6 (Dry)	-	Kharab halla	S Nos 49 & 50	S No 47	Remaining portion of this land

L 6226/Land Three

Extra

23rd March
'35

The

The Agents, Secretaries and Treasurers
of the Bangalore Woollen, Cotton and Silk Mills Ltd
Bangalore

With reference to the correspondence ending with your letter dated 16th September 1932 communicating the acceptance by the Mills of the draft agreement proposed in connection with the -- acquisition on your behalf of certain lands in the Jodi Kempapura village in return for your land under Survey numbers 8,9 and 10 of Boganahalli village, I am directed to forward herewith the draft agreement with the addition made in clause 3 thereof as desired by you and the Schedules thereto duly filled in and to request that it may be got typed on parchment paper and duly executed by the Mills and returned to this office for execution on behalf of Government The agreement may be in duplicate, one being a counter part of the other, so that each party may have one copy

On the execution of the agreement action will be taken to acquire the lands in Jodi Kempapura village as set forth in the schedule to the agreement It will be seen that the total area of the Survey numbers to be acquired will come to 43 acres and 19 guntas and not 43 acres and 29 guntas as stated in your letter dated 4th September 1930

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- R Ranga Rao
For General Secretary to Govt

Memo No L 6227/Series Three Dt 25/3/33

Copy of the foregoing is forwarded with compliments to the Deputy Commissioner ~~Mysore~~ Bangalore, for information

By Order

For General Secretary to Govt

Appendix F G—1

SUBJECT —

Diary No of letter replied to

General and Revenue Secretariat
( )

the 193

Date of issue 25/3/33

Signed by Mr A S Rao

List of enclosures

Copied by

Signed by

1551 III

Section ml

File No 79-32

Serial No 1

No L 6228

To

The Dy Comr
Bangalore

Sir

I am directed to invite your reference to para 6 of your letter no C5-867/32 33 dt 11 10 32 regarding the resignation of certain lands in Jodi Kempapura village, Bangalore Tq — for the Bangalore Cotton Woollen & Silk Mills Coy in exchange for their lands in Bhagenahalli village kept — given for the proposed Dairy technical school, and ~~I am directed~~ to request you to repeat the result of the investigation of the title of the mills to the latter lands

An immediate reply is requested

Extra

L 6228

23rd March 19
25th

The

General Departme

The Deputy Commissioner
B a n g a l o r e

I am directed to invite your reference to para 6 of your letter No C 5-869/32-33 dated 11th October 19 2 regarding the acquisition of certain lands in Jodi Kempa pura village Bangalore Taluk for the Bangalore Cotton Woollen and Silk Mills Company, in exchange for their lands in Bhogenahalli village to be given for the proposed Polytechnical School and to request you to report the result of the investigation of the title of the Mills to the latter lands

An immediate reply is requested

I have the honor to be
Sir
Your most obedient servant

For Secretary to Government
General Department

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

No. 867/32-33

Dated Bangalore the 8th 10th April 1933.

Tel. Address — DEPCOM
Post Box N 34

12 APR 1933

ME79-32-18

GEN & REV SECT
4415
12 APR 1933
L & G BRANCH

FROM

K V Ananataraman, Esq, B A,
Deputy Commissioner
Bangalore District

To

R Ranga Rao, Esq, B A, B L,
General Secretary
to the Government of Mysore
Bangalore

SIR

Subject —

With reference to your letter No L 6228/ML 79-32-17 dated 25-3-1933, requesting me to report the result of investigation in respect of the title of the Bangalore Cotton, Woollen and Silk Mills Company to their lands at Bhogenahalli required by Rev Father Briand for the proposed Polytechnical school, I have the honour to state that the Amildar, Bangalore taluk has got a plan of the land prepared showing the extent of S Nos 8,9 and 10 the Company possess in Bogenahalli village The lands have been checked by the Revenue Classer as per survey accounts and their boundary defined and specified in the plan in the presence of Mr E S Venkataramanan, Advocate for the Company, who has also attested the plan The lands are in the khate of the mills as per register of Record of Rights It is seen from the certificates of encumbrances granted by the Sub Registrar that a search was made in Book No I and indexes of the Registration Office, from 1st July 1922 to 10th October 1932 and that no acts or encumbrances ~~effecting~~ affecting S Nos 8,9 and 10 have been found The plan of the property and the certificates of encumbrance are enclosed for favour of reference and return

With regard to the execution of the agreement by Rev Father Briand, it is reported that he wants to consult his Bishop in the matter, that the Bishop has gone out of Bangalore [illegible] after his return, he will refer the matter to him and [illegible] views. A copy of Rev. Father Briand's letter dated

dated 6-2-1933 is also enclosed the Amildar has been asked to pursue the matter further and report after obtaining the agreement executed by Rev Father Briand

I have the honor to be,
Sir,
Your most obedient servant,

For DEPUTY COMMISSIONER,
BANGALORE DISTRICT
(Absent from Station

9'U. Letter dated 6th February 1933 from Rev Father Briand to the Amildar, Bangalore Taluk

---

On account of your letter of the 31st January 1932, I went to see you the 2nd instant about the Mutchalika for the land of Binny's Mill I told you that I had to refer the case to our Bishop But he is out of the Station and when he comes back I will let you know what he says about the matter

---

Copy

For Deputy Commissioner,
Bangalore District

SS/9-4-33

I hereby certify that a search has been made in Book I and in the indexes relating there to for 3 years from the 2 1st day of July 1922 to the 30th day of June 1924 for acts and encumbrances affecting the said property and that on such search no act or encumbrance affecting the said property has been found

Office Bangalore city Sub Registry
Date 10-10-1932

H Ranganna
Registering Officer
Bangalore city

Search made and certificate prepared by
Signature B Subba Rao
Designation Sub Clerk

Search verified and certificate examined by
Signature A Seshagiri Rao
Designation Spl Registrar

Note—1 To be printed as in Form 44 D
" 2 Do
(a) Do
(b) Do

WD 01548—GPB—5,000—22 3-29

No 44 B]

Nil Certificate of Encumbrance on Property

To The Amildar Bangalore city

Certificate No 14 1932—1933

Application No 15 1932—1933

having applied to me for a certificate giving particulars of registered acts and encumbrances if any in respect of undermentioned property —

Numbers 8, 9/1, 9/2, 10/1 10/2, 10/3 Situate in — Bagana halli village — Kalaba hobli Bangalore Taluk —

I hereby certify that a search has been made in Book I and in the indexes relating there to for 9 years from the 1st day of July 1924 to the 10th day of October 1932 for acts and encumbrances affecting the said property and that on such search no act or encumbrance affecting the said pro perty has been found

Office Bangalore Taluk Sub Registry —
Date - 10—10— 1932

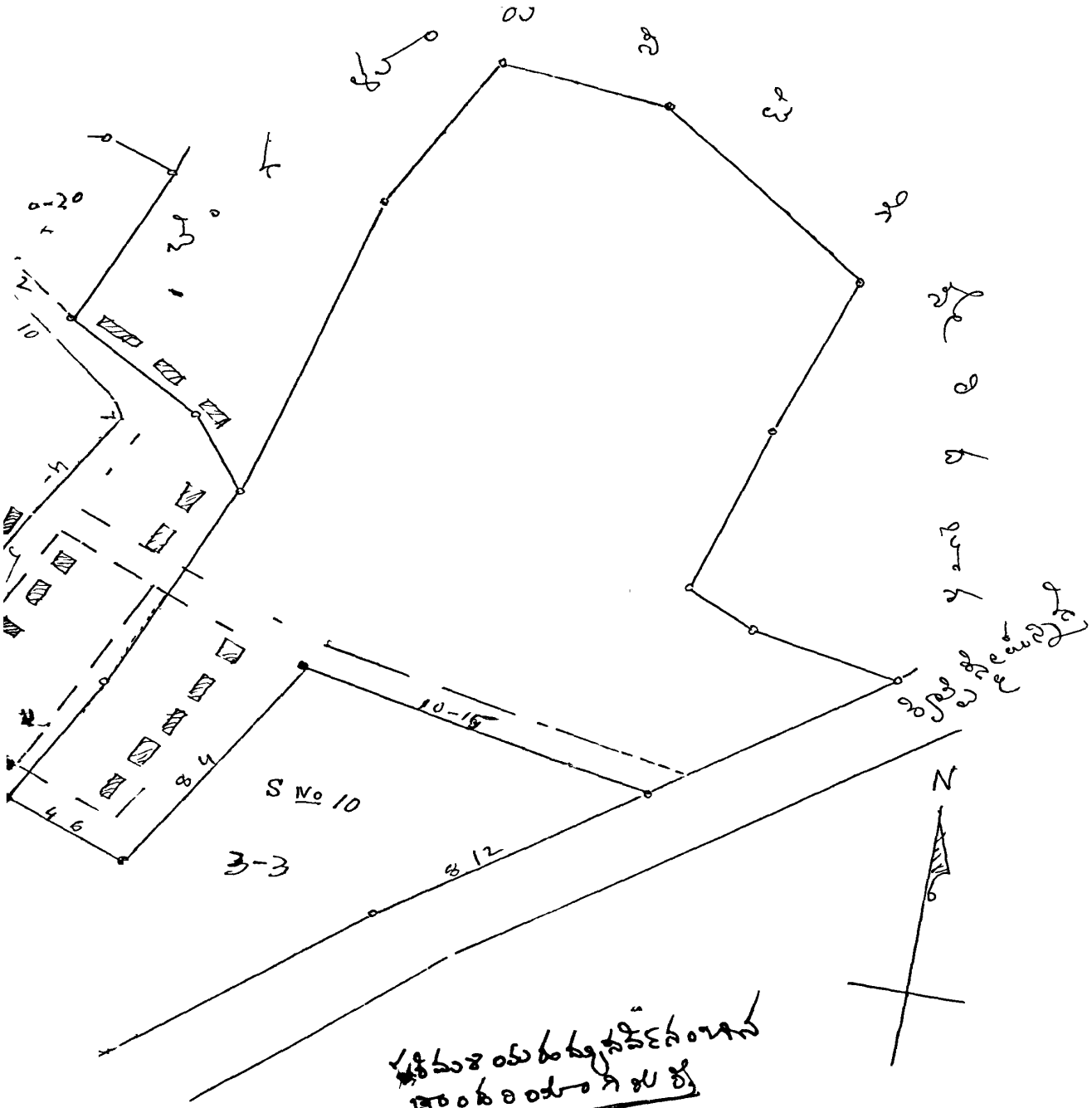
H Langanna
Registering Officer
Sub Registrar
Bangalore Taluk

Search made and certificate prepared by { *Signature* M Sampathkumar Char
Designation Searching Clerk

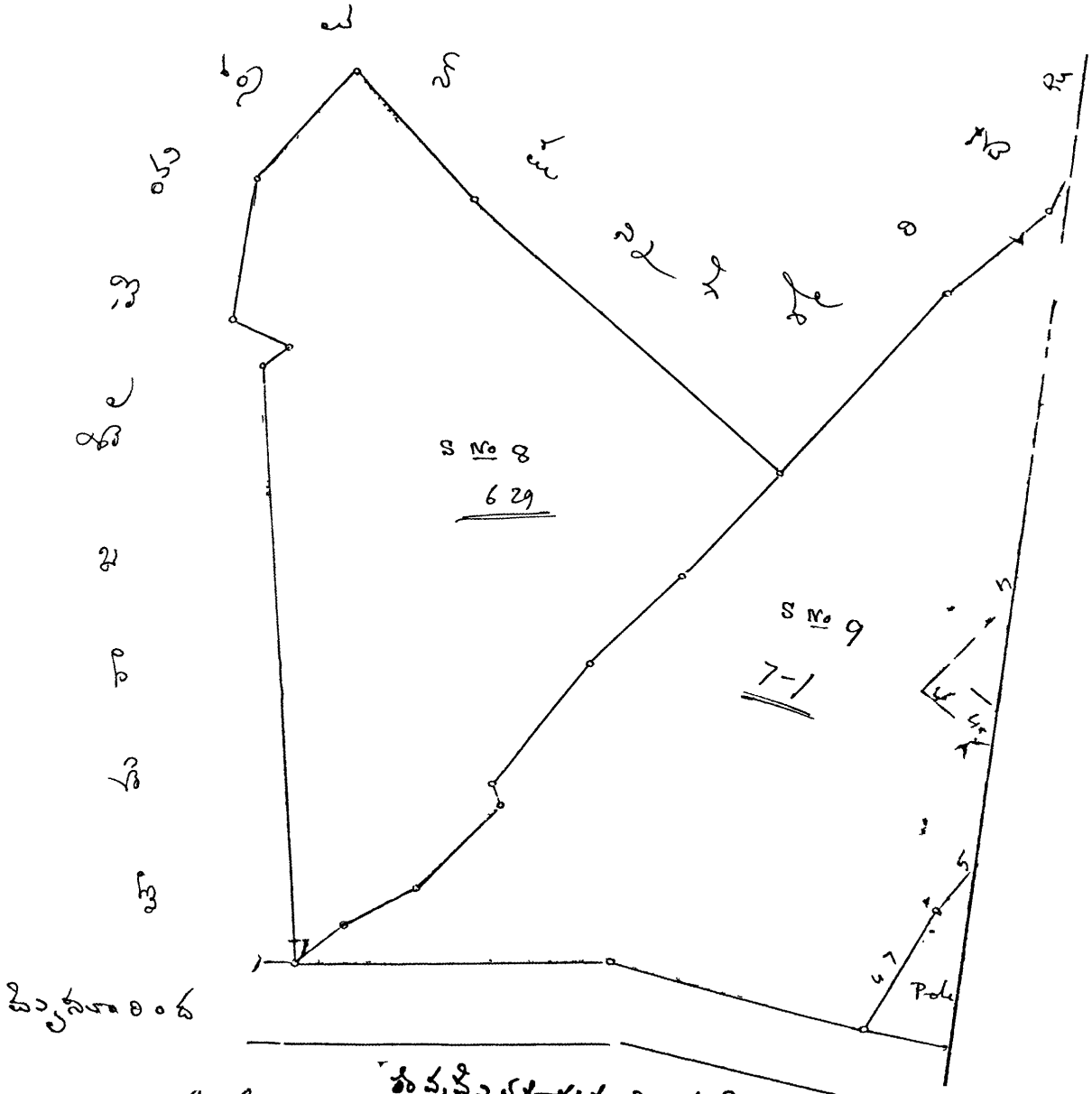
Search verified and certificate examined by { *Signature* D Subbaraya Venkatasamy
Designation 2nd clerk

Note.—1 To be printed as in Form 44 D
2 Do
(*a*) Do
(*b*) Do

WD 01548—GPB—5 000—22 3 29



Scale 4 chains to one inch



S No 8 A 4 629

S No 9 A 0-20 B 7-1

S No 10 3 3 17 13 2 17-15

తూర్పు వైపు

పడమర వైపు

ఉత్తరం వైపు

దక్షిణం వైపు

Appendix G—1]

SUBJECT

Section MC
File No 79-32
Serial No 19

Date and No of letter replied to

No L 6731

To The Dy Comr, Bangalore Dt

General and Revenue Secretariat

)

193

Date of issue 18/4/33

Signed by Mr A S Rao

Sir,

With reference to para 2 of your letter no Cn 5-869/32 33 dt 10-4-1933 regarding the agreement to be executed by Father Brand in connection with the grant of a site to them for the proposed Polytechnical School, I am directed to state that the conditions of the grant of the site referred to in para 3 of this office letter no L 1916 dt 10-9-1932 have since been changed and that a further reference will be made to you regarding the terms of the deed, if any, to be executed by Father Brand.

List of enclosures

Copied by

R Shaw
18/4/33
General Deg Secy

WD 71—GPBM—40 000—20-7 31

Extra

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 6731

Dated Bangalore 18th April 1933

From

The General Secretary to the Government of His Highness the Maharaja of Mysore

The Deputy Commissioner
Bangalore District

Sir

With reference to para 2 of your letter No C 5-869/32-33 dated 10th April 1933 regarding the agreement to be executed by Father Briand in connection with the grant of a site to him for the proposed Polytechnical School I am directed to state that the conditions of the grant of the site referred to in para 3 of this office letter No L 1916 dated 10th September 1932 have since been changed and that a further reference will be made to you regarding the terms of the deed, if any to be executed by Father Briand

I have the honor to be
Sir
Your most obedient servant

Ashwathappa

For General Secretary to Govt

Extra

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 7012/ml 79-32-20 Dated Bangalore 1st ~~May~~ 2nd 1933

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

To

The Deputy Commissioner,
Bangalore District, Bangalore

Sir

In continuation of this office letter No L 6731 L1 79-32-19 dated 18th April 1933, stating that a further reference would be made regarding the terms of the deed, if any, to be executed by Father Briand, I am directed to state that according to the altered conditions the site for the school will be given free of cost to Father Briand along with an initial grant of Rs 10 000/- and that the Director of Public Instruction will obtain an agreement from him under the grant-in-aid rules before payment of the amount

I have the honour to be,

Sir,

Your most obedient servant,

Asuba Rao

For Chief Secretary to Government

K W.P 2/1-5

Appendix F G—1]

SUBJECT

Section Ml

File No 79-32

Serial No 20

Diary No of letter replied to L 4415

No L 7012

To

The Deputy Commissioner

Bangalore dist

Bangalore

General and Revenue Secretariat

(Ml)

the *193*

Date of issue 2/5/33.

Signed by Net A Subba Rao

Sir

In continuation of this office letter no L 6731 M 79 32 1 dated 18/4/33, stating that a further reference would be made regarding the terms give deed, if any to be executed by Jain Bonds. I am directed to state that according to the altered conditions the site for the school will be given free of cost to Jain Bonds along with an annual grant of Rs 10000/- and that the Director of Public Instruction will obtain an agreement from him under the

List of enclosures

ed by

GPB—15 000—26-8-32

grant-in-aid rules before
payment of the Amount
I have etc

Mr 28/4
~~For~~ Chief Secy to Govt

BANGALORE WOOLLEN, COTTON & SILK MILLS Co. LTD.

5900

Nil 79-32-21 L

TELEGRAPHIC ADDRESS
WOOLLEN BANGALORE

TELEPHONE No 371

BANGALORE CITY 23rd June 1933

The General Secretary to the Government
of His Highness the Maharaja of Mysore,
BANGALORE

Sir,

With reference to your letter No L 6226/nil 79-32-16 of 25th March 1933 enclosing draft agreement in connection with the exchange of our land in Surveys 8, 9 & 10 of Boganahalli Village for lands in Jodi Kempapura, we notice that a strip of Government land of approximate area 1 acre 30 guntas including what is presumably a right of way divides the land proposed to be acquired for us into two portions

It would be more satisfactory to us if the strip of land is also included in the property to be handed over to us, without which we should have no right of free access from one portion to the other

If there exists a right of way, we shall have no objection to such right of way continuing to the extent to which it now exists

We enclose a plan prepared by us showing the

SECRETARY 23 JUN 1933 No. 6259

For perusal in the first instance the Member has asked in the connected file what delay the acquisition

Chief Secy

properties to be acquired as defined by the draft schedule in the draft agreement in so far as it is accurate The strip of Government land is outlined in blue If you agree to hand over this land, the draft Schedule A will require alteration, but there are other points in connection with this schedule which first need adjustment Schedule A describes 4 acres 6 guntas of land in Survey No 48 which was not really intended to be included in the land to be handed over to us, but it also omits a small plot of unsurveyed Jodi land to the north of Survey No 44, which is intended to be included in the land to be acquired for us

Neither the areas nor the bourdaries described in the draft schedule A are correct, and if, as we understand, they have been compiled from a survey over 120 years old, this is not altogether surprising

We have therefore carefully surveyed the lard ourselves and enclose a fresh draft schedule A and plan, which has been prepared with the assistance of the Jodidar

Q Two copies

The draft agreement mentions a plan of the property to be acquired for us as annexed to the agreement So far no copy of this plan has been furnished to us, and the agreement cannot be executed

without one It would be better therefore if you would kindly depute an officer to prepare a plan, or to check the accuracy of the plan and fresh draft schedule A we enclose herewith

Alternatively, are you prepared to execute the agreement on the basis of our plan and schedule, if the Jodidar will sign a statement accepting its accuracy so far as he is concerned? If so, the only questions to be settled are the transfer of the Government land containing the right of way mentioned above, and the revised total area to be entered in the agreement From our draft schedule it will be observed that excluding the Government land dividing the property, the area of Jodi Land is 43 acres 10 guntas, and the area of the Government land outlined in blue in the plan is 1 acre 30 guntas, making a total of 45 acres

We regret the delay in dealing with this matter, but it has been due to the necessity for preparing an accurate survey of the whole property

We have the honour to be
S i r,
Your most obedient servants
BINNY & CO., (MADRAS LTD
DIRECTO
AGEN SF & U ER
Th B g l W l C & C Ltd.

LK

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 8407 Revenue / M 79 32-22 *Dated Bangalore* 28th June 1933

From

The *Chief Secretary to the Government of His Highness the Maharaja of Mysore*

To

The Deputy Commissioner,
Bangalore District, Bangalore

Sir

With reference to your letter No.C5 869/32-33 dated 11th October 1932, forwarding the schedules to be annexed to the agreement to be executed by the Bangalore Woollen, Cotton and Silk Mills Company, Ltd., in connection with the acquisition of certain lands in Joda Kempapur Village for the Mills in exchange for their lands in Bhogenahalli Village to be made over to Government for being given to Rev Father Briand for the construction of a Polytechnic School I am directed to forward herewith a copy of letter dated 23rd June 1933 (together with its enclosures in original) from the Mills in the matter and to request you to be so good as to get the facts and figures mentioned therein verified with reference to the schedule A sent by you and report, at a very early date, as to the alterations, if any to be made in the latter and also in the connected sketch Revised schedule and plan making the changes considered necessary may also be sent The matter may be treated as immediate and a reply sent very early

The records of your office relating to the case along with the draft notifications for acquisition are returned for resubmission.

(* to be returned with reply)

retransmission

I have the honour to be,

Sir

Your most obedient servant,

for Chief Secretary to Government

2/28-6

Letter Dated 23rd June 1933, from the Director, Bangalore Woollen, Cotton and Silk Mills Company, Ltd, to the General Secretary to the Government of Mysore, Bangalore

---

With reference to your letter No L 6226/nil 79-32-16 of 25th March 1933, enclosing draft agreement in connection with the exchange of our land in Survey Nos 8,9 and 10 of Bogenahalli Village for lands in Jodi Kempapura, we notice that a strip of Government land of approximate area 1 acre 30 guntas including what is presumably a right of way divides the land proposed to be acquired for us into two portions

It would be more satisfactory to us if the strip of land is also included in the property to be handed over to us, without which we should have no right of free access from one portion to the other

If there exists a right of way, we shall have no objection to such right of way continuing to the extent to which it now exists

We enclose a plan prepared by us showing the properties to be acquired as defined by the draft schedule in the draft agreement in so far as it is accurate The strip of Government land is outlined in blue If you agree to hand over the land, the draft Schedule A will require alteration, but there are other points in connection with this schedule which first need adjustment Schedule A describes 4 acres 6 guntas of land in Survey No 48 which was not really intended to be

be included in the land to be handed over to us, but it also omits a small plot of unsurveyed Jodi land to the xxx north of Survey No 44 which is intended to be included in the land to be acquired for us

Neither the areas nor the boundaries described in the draft schedule A are correct and if, as we understand they have been compiled from a survey over 120 years old, this is not altogether surprising

We have therefore carefully surveyed the land ourselv and enclose a fresh draft schedule A and plan, which has been prepared with the assistance of the Jodidar

The draft agreement mentions a plan of the property to be acquired for us as annexed to the agreement So far no copy of this plan has been furnished to us, and the agreement cannot be executed without one It would be better therefore if you would kindly depute an officer to prepare a plan, or to check the accuracy of the plan and fresh draft schedule A we enclose herewith

Alternatively, are you prepared to execute the agreement on the basis of our plan and schedule, if the Jodidar will sign a statement accepting its accuracy so far as he is concerned ? If so, the only questions to be settled are the transfer of the Government land containing the right of way mentioned above, and the revised total area to be entered in the agreement From our draft schedule it will be observed that excluding the Government land dividing the property, the area of Jodi Land is 43 acres 10 guntas, and the area of the Government land

land outlined in blue in the plan is 1 acre 30 guntas, making a total of 45 acres

We regret the delay in dealing with this matter, but it has been due to the necessity for preparing an accurate survey of the whole property

---

"Copy"

For General Secretary to Government

K R 2/28-6

Appendix F G—1]

SUBJECT

Section Rel

File No 79-32

Serial No 22

Diary No of letter replied to L 5900

No L 8487/encl (Reconch + 2 plans)

To

The Deputy Commissioner
Bangalore distr
Bangalore

General and Revenue Secretariat

(Rel)

the *193*

Date of issue 28/6/33

Signed by Mr A Subba Rao.

R

With reference to your letter no C5 869/3233 dt 11 10 1932 forwarding the Schedule to be ~~attached~~ annexed to the agreement to be executed by the Bangalore Woollen, Cotton Silk Mills Coy Ltd in connection with the acquisition of certain lands in Jogi Kempapura village for the ~~Coy~~ Mills in ~~lieu of~~ exchange for their lands in Bhoganahalli village to be made over to Government for being

List of enclosures

Signed by

Sir

In continuation of this office letter no L 1916 rel 79 32 dated 10/9/32 requesting you among other things, to take further action in regard to the ~~execution~~ giving agreement by the Bangalore, Woollen, Cotton & Silk Mills Ltd, under sec 41 of the L H Ry for transferring their property near the Hosur road consisting of Survey No 8, ~~Hissa of Bhoganahalli village~~, for their given ~~over~~ to Rev Father Berard for the construction of a Polytechnic school, I am directed to forward

herewith a copy of letter of 23/6/33
(together with its enclosures in original) (to be returned immediately)
from the India in the matter, and
to request you to be so good as to ~~see~~ get the facts & figures mentioned
~~arrange to have a correct plan~~ therein verified with reference
~~prepared in the light of what has~~ to the ~~statements~~ schedule A sent by you
~~been stated therein or to have~~ and report, at a very early date
~~the plant schedules sent herewith~~ as to the alterations, if any,
~~verified as to their correctness~~ to be made in the latter and
also in the connected sketch.
Revised ~~statement~~ schedule & plan
making the changes considered
necessary may also be sent

The matter may be treated
as immediate and a reply sent
very early

The records of your office relating to the case
along with the draft notice for acquisition
are returned for reference & return herewith

I have etc

R.J.G.

for Chief Secy to Govt

27/6 23

pendix F G—1]

BJECT

Section

File No

Serial No

Diary No of letter replied to

No L 775

To

The D C Bangalore Dt

Sir,

I am directed to invite ref to this office letter No L 8487 Ml 79-32-22 dated 28-6-1933 calling for a report as to the alterations if any to be made in the plan & schedule annexed to the agreement to be executed by the Bangalore Woollen Cotton & Silk Mills Company Ltd in connection with the grant of land to Rev Fr Brand for the construction of a Polytechnic School, and to enquire when the report called for may be expected

I have etc

25/7/33

For Chief Secy

General and Revenue Secretariat

( )

the *193*

Date of issue 26/7/33

Signed by Mr A Subba Rao

List of enclosures

Copied by

Checked by

In all future commun t please quot
No 05-LAR 38/33-34
En C Room 53

T l Add — DEPCOM
P t B N 34

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 18th August 1933.

958

FROM
K V Anantaraman, Esq , B A ,
Deputy Commissioner
Bangalore District

To
R Ranga Rao, Esq , B A ,B L ,
Chief *Secretary*
to the Government of Mysore , Bangalore

SIR

Subject — Acquisition of certain lands in Jodi Kempapur, Bangalore taluk, for the Bangalore Woollen, Cotton & Silk Mills Company, Ltd , to be given in exchange for their lands in Bhogenahalli to be taken up for the construction of a Polytechnic school

---

With reference to your letter No 8487/M1 79-32-22 dated 28-6-1933 forwarding for verification and report a copy of letter dated 23-6-1933 received from the Director of the above Mills in regard to Schedule 'A', I have the honor to state as follows

1 The strip of land measuring 1 acre 30 guntas which the Mill authorities want to be included in the area to be made over to them is reported to be a voni The Jodidar and other ryots object to its being handed over to the Mills on the ground that their cattle, manure, carts etc , have to pass through this 'voni' to go to their lands The Amildar considers the objection reasonable and recommends that it be excluded from the property to be acquired I have seen the voni and also discussed the matter with Mr Batchelor, the Director of the Mills I consider that the voni in question may be handed over to the Mills subject to the condition that a road way of an even width throughout of 20 feet be left for the passage of men, cattle and carts Mr Batchelor is anxious to have the voni given over to the Mills as otherwise troubles may arise when the colony is developed and amenities have to be provided for the colonists He is agreeable to maintain the road and keep it open for all kinds of

of traffic that may want to use it

2. It is reported that as the original plan produced by the Mill Authorities did not furnish particulars of survey numbers but only the name of the owner, S Nos 47 and 48 were included. It is since ascertained that S No 48 is not required, the same has been omitted

3. Another strip of land measuring 1 acre 24 guntas lying to the north of S No 44, which the Mill Authorities want to be included in the property to be handed over to them is reported to have been left out in the schedule 'A' already prepared because it neither bears a survey number nor finds a place in the survey sud. This strip is said to belong to the Inam village and has now been included in the property to be acquired

4. As regards the incorrectness of the area and boundaries of survey numbers mentioned in schedule 'A' already prepared, it is reported that they were based on the original plan furnished by the Mills and the original survey sud produced by the Inamdar. The village being unsettled, tippani copies are not available. Revised declaration statements have been prepared and enclosed herewith on the basis of the revised plan and measurement furnished in the revised schedule 'A' of the Mills. These are said to have been prepared by the Engineer of the Mills after detailed survey of the lands with the assistance of the jodidar who is stated to have given a statement to the effect that the Mill authorities actually got the lands measured and the extent and boundaries mentioned in the schedule are in order. The Amildar recommends that the revised plan and schedule of the Mills may be adopted for drafting the agreement. I agree with him

5. The Chief alterations from the original schedule are --

1. S No 48 is omitted
2. An extent of 1 acre 30 guntas comprising the voni is added.
3. Another extent of 1 acre 24 guntas to the north of S No. 44 is also added.

6. Entire records including the revised plan and schedule and also revised declaration statements received with the Bangalore

Sub

Sub Division Officer's memo No B1-248/32-33 dated 29th July 1933 also accompany

I have the honor to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District

SS/-

L 2032/ M 79-32-24 dated 14/9/33

Encls 2 plans, 2 schedules, 1 agreement & 1 copy of letter

The agents, Secretaries and Treasurers
of the Bangalore Woollen, Cotton and
Silk Mills, Limited Bangalore

Sir,

With reference to your letter dated the
P. & D. I 23rd June 1933 enclosing a revised plan and
schedule got prepared by you showing the
properties in Jodi Kempapur Village to be
acquired for the Mills in exchange for the
lands in Bhogganahalli Village to be taken
from the Mills for being given for the
construction of a Polytechnic School in
Bangalore and pointing out certain discrepan-
cies in the area and boundaries described in
the draft schedule sent with this office
H. O. letter No. L 2226 dated the 25th March 1933
and requesting Engineering rather Government would be
agreeable to execute the agreement on the basis
of the revised plan and schedule, I am
directed to forward for your information a
P. & D. I copy of letter No. C. 5 L. 2 38-33-34 dated 18/8/33
from the Deputy Commissioner, Bangalore Dt.,
explaining the reasons for the entries in the
schedule originally sent and stating that the
plan and schedule sent by you may be accepted
Government are therefore agreeable to the
agreement being executed on the basis of the
revised plan and schedule

As regards handing over to the Mills
the strip of land measuring 1 acre and 30
guntas which is stated to form
into two portions, Government agree with
proposal of the Deputy Commissioner to

may be handed over to the Mills subject to the conditions that a road way of an even width throughout of 20 feet be left for the passage of men cattle and carts and that this road way is maintained and kept open for all kinds of traffic that may want to use it

The above understanding is incorporated in the draft agreement for the acceptance of the Mills

The agreement as thus revised (copy enclosed) with the schedule and the plan got prepared by you appended thereto along with Schedule B & the connected Plan (see herewith) may be executed early and sent to me for execution as already requested in this office letter of the 25th March 1933

Copies of the revised Schedule A and the plan received in your letter are returned

I have etc

Chief Secretary to Government

F H

Memo - no L 2033/ecl & 14/9/33
Copy with compliments to the Dy Commr Bangalore district for information

Draft Agreement

Memorandum of Agreement made this day of one trousand nine hundred and thirty two, between the Bangalore Woollen, Cotton and Silk Mills Company, Limited, hereinafter called the Company of the one part and the Government of His Highness the Maharaja of Mysore, hereinafter called the Government, of the other part

Whereas for the purpose of constructing a model village for the company's work people, the Company has applied to the Government for the acquisition under the provisions of the Land Acquisition Regulation, 1894, of the piece of parcel of land containing ~~[illegible]~~ 45 acres approximately, situate in the Jodi Kempapur village and adjacent to the Bangalore and Mysore Railways line and more particularly described in schedule 'A' hereto and delineated in the plan I hereunto annexed

And Whereas the Government being satisfied that the propose acquisition is needed for the aforesaid purposes and that the sai work is likely to prove useful to the public, has consented to acquire on behalf of the Company the piece or parcel of land here inafter described in Schedule A above mentioned

And Whereas the Government has required the Company under the provisions of section 41 of the abovementioned Regulation to enter into the agreement with the Government hereinafter contained

Now This Indenture Witnesseth that it is hereby agreed and declared as follows --

1 That in lieu of payment ~~ax~~ to Government of the cost of acqui sition of the said land, the Company shall make over to Government all the land on the Mysore Road in Survey Nos 8,9 and 10 of Bhoganahalli village belonging to the said Company and more fully described in Schedule 'B' hereto and delineated in the Plan II hereunto annexed

2 That the Company shall make out a clear and full title to the said Bhoganahalli village lands free from any and all encumbrances and shall execute and do all such acts and deeds as may be necess ~~[illegible]~~ proper for ~~affaxxxxx~~ e fectually vesting the same in ~~[illegible]~~ er

3 That on Government being put in possession of the Bhogenahalli village lands as abovementioned, but not before possession of the Jodi Kempapur lands shall have been taken under the provisions of the Land Acquisition Regulation 1894, the Government shall make over possession of the said Jodi Kempapur lands free of all encumbrances but subject to the right of way provided for in the para next following to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company

~~4 That the lands to be handed over to the possession of the Company shall be held by the Company for the purpose hereinbefore mentioned and no fine or fee for the conversion of the said land into building sites shall be levied by Government~~

In witness whereof the Company has caused its common seal to be affixed and the Chief Secretary to the Government of Mysore for and on behalf of the Government, has hereunto set his hand and seal the day and year first above written

That the lands to be handed over to the possession of the company shall be held by the company for the purpose hereinbefore mentioned and no fine a fee etc levied by Govt out of the said lands a roadway of even width of 20 feet throughout shall be left at the place and in the manner indicated in plan I hereunto annexed for the passage of men cattle and carts the company hereby agreeing to maintain this roadway at its cost and to keep it open for traffic

The common seal of the abovenamed Company was hereto affixed in the presence of

Signed, sealed and delivered by the Chief Secretary to the Government of Mysore on behalf of the Government in the presence of

"Copy"

S Rangaiah

for Deputy Commissioner,
Bangalore District

Details of lands proposed to be acquired in Jodi Kempapura Village

Serial No.	Taluk	Hobli	Village			Total Extent	Kharab	Remaining Extent	Assessment	Extent proposed to be acquired. A. G	Assessment	Boundaries East	West	North	South
						A G	A G								
1	Bangalore	Kasba	Jodi Kempapura	44	Dry	3 39	- 20	3 19		3 39		Guttahalli Village & Boganahalli limits	Voni	Serial No 7	Survey No. 46
2				46	"	11 30	1 30	10 -		11 30		Boganahalli Limits	Voni & Survey 47	Survey 44	Boganahalli Limits
3.				(2 plots) 47	"	6 17	2 20	3 37		6 17		Survey 46	Pool in Survey 48	Surveys 46 & 45	Surveys 48 & 46
4				Old 42 New 303	"	10 14	- 16	9 38		3 25		Voni & Aswathakette	Rly	Rly	Survey 43
5				43	"	6 22	- 13	6 9		6 22		Voni	Survey 49	Survey 42 N " 303 & Railway	Survey 43
6.				45	"	9 13	- 4	9 9		9 13		Voni	Survey 49	Survey 43	Pool in Survey Survey
7.				Nil	"	1 24	- 10	1 12		1 24		Govt Plot	Voni	Rly	Survey
										43 10					
								Area of Voni		1 30	(Government land)				
								Total Acres		45 0					

4 Bangalor Workers

Schedule B

Details of lands belonging to Binny Mills in Bhogenahalli village

Taluk	Hobli	Village	Survey No	Dry or wet	Kharab	Extent	Assessment	Land belonging to Binny Mills		Boundaries
Bangalore	Kasaba		8	Dry	-	6-29	10/-	6-29	10- 0-0	East by Survey No 9 West by City limits North by City limits South by Bangalore and Mysore Road
			9	Dry	0-3	9-24	14/-	9-21	13-14-0	East by Survey No 10, West by Survey No 8, North by Pillappa's land in the same number and limits South by Bangalore-Mysore
			10	Dry	1-33	7-18	15/-	5-21 and 12 sq Yds	9-8-0	East by City limits West by Survey NO 9, North by Sivananjappa South by road leading the Mills
			1p							
	Total				1-36	23-31	39/-	21-31 - 12 Sq	de	

Extra copy

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 2082 Fil 79-32-24 Dated Bangalore 16th September 1933.

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

To

The Agents, Secretaries and Treasurers
of the Bangalore Woollen, Cotton and Silk Mills, Ltd.,
B A N G A L O R E.

Sir

With reference to your letter dated the 23rd June 1933 enclosing a revised plan and schedule A got prepared by you showing the properties in Jodi Kempapur Village to be acquired for the Mills in exchange for the lands in Bhogenahalli Village to be taken from the Mills for being given for the construction of a Polytechnic School in Bangalore and pointing out certain discrepancies in the area and boundaries described in the draft schedule sent with this office letter No.L.62-6 dated the 25th March 1933 and enquiring whether Government would be agreeable to execute the agreement on the basis of the revised plan and schedule, I am directed to forward for your information a copy of letter No.U.S.L.A.R.38-33-34 dated 13th August 1933 from the Deputy Commissioner, Bangalore District, explaining the reasons for the entries in the schedule originally sent and stating that the plan and schedule sent by you may be accepted. Government are therefore agreeable to the agreement being executed on the basis of the revised plan and schedule.

As regards handing over to the Mills the strip of land measuring 1 acre and 30 guntas which is stated to divide the land to be acquired into two portions, Government agree with the proposal of the Deputy Commissioner stated to have been accepted by you, that the strip may be handed over to the Mills subject to the condition that a road way of an even width throughout of 30 feet be left for the passage of men, animals and carts and that this road way is maintained and kept open

all kinds of traffic that may want to use it.

The above understanding is incorporated in the draft agreement for the acceptance of the mills.

The agreement as thus revised (copy enclosed) with the schedule A and the plan got prepared by you appended thereto along with schedule B and the connected plan (sent herewith) may be executed early and sent to me for execution as already requested in this office letter of the 25th March 1933.

Copies of the revised schedule A and the plan received with your letter are returned.

I have the honour to be,

Sir,

Your most obedient servant,

Chief Secretary to Government.

DRAFT AGREEMENT.

..

Memorandum of Agreement made this . ... day of..... ..... one thousand nine hundred and - thirty ~~two~~ three between the Bangalore Woollen, Cotton and Silk Mills Company, Limited, hereinafter called the Company of the one part and the Government of His Highness the Maharaja of Mysore, hereinafter called the Government, of the other part.

Whereas for the purposes of constructing a model village for the company's work people, the Company has applied to the Government for the acquisition under the provisions of the land Acquisition Regulation, 1894, of the piece of parcel of land containing 45 acres approximately, situate in the Jodi Kempapur village and adjacent to the Bangalore and Mysore Railways line and more particularly described in schedule 'A' hereto and delineated in the plan I hereunto annexed.

And Whereas the Government being satisfied that the proposed acquisition is needed for the aforesaid purposes and that the said work is likely to prove useful to the public, has consented to acquire on behalf of the Company the piece or parcel of land hereinafter described in Schedul A above mentioned.

And Whereas the Government has required the Company under the provisions of Section 41 of the above mentioned Regulation to enter into the agreement with the Government hereinafter contained.

Now This Indenture Witnesseth that it is hereby agreed and declared as follows:

1. That in lieu of payment to Government of the cost of acquisition of the said land, the Company shall make over to Government all the land on the Mysore road in Survey Nos 8,9 and 10 of Bhoganahalli village belonging to the said Company and more fully described in Schedule 'B' hereto and delineated in the Plan II hereunto annexed

2. That the Company shall make out a clear and full title to the said Bhoganahalli village lands free from any and all encumbrances and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in Government.

3. That on Government being put in possession of the Bhoganahalli village lands as abovementioned, but not before possession of the Jodi Kempapur lands shall have been taken under the provisions of the Land Acquisition Regulation 1894, the Government shall make over possession of the said Jodi Kempapur lands free of all encumbrances to the Company but subject to the right of way provided for in the para next following and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company

4. That the lands to be handed over to the possession of the Company shall be held by the Company for the purpose hereinbefore mentioned and no fine or fee etc., levied by Government. Out of the said lands a roadway of even width of 20 feet throughout shall be left at the place and in the manner indicated in plan I hereunto annexed, for the passage of men, cattle and carts, the Company hereby agreeing to maintain this roadway at its cost and to keep it open for traffic.

In witness whereof the Company has caused its common seal to be affixed and the Chief Secretary to the Government of Mysore for and on behalf of the Government, has hereunto set his hand and seal the day and year first above written

The common seal of the abovenamed Company was hereto affixed in the presence of ...

Signed, sealed and delivered by the Chief Secretary to the Government of Mysore on behalf of the Government in the presence of

"Copy"

Ananda Rao

for Chief Secretary to Government

BANGALORE WOOLLEN, COTTON & SILK MILLS Co. Ld.

1677/L

TELEGRAPHIC ADDRESS
WOLLEN BANGALORE

TELEPHONE No 371

BANGALORE CITY 7th October 1933

Mr 79-32-25

S. Y. Pr
7/10/33
11/10

The Chief Secretary

to the Government of his Highness the Maharaja of Mysore,

BANGALORE

Sir,

With reference to your letter L2032/79-32-24 dated 14-9 33 we have the honour to enclose the under-noted documents in connection with the exchange of properties in the Jodi Kempapur Village for the Company's land on the Mysore Road

1 Agreement in duplicate duly signed, one copy of which is to be completed and returned to us

2 Copy of Schedule A

3 Copy of Schedule B

4 Signed copy of Plan 1 in duplicate, one copy of which is to be completed & returned to us

5 Signed copy of Plan 2 in duplicate, one copy of which is to be completed & returned to us

In the right hand top corner of Plan 1 you will notice that there is a small triangular piece of land measuring 21 guntas which we have outlined in blue This plot, which does not appear in Schedule A, is said to belong to the Government and, while we do not wish to appear

grasping in our demands, as it will be entirely isolated when the transfer takes place and therefore of little value to anyone else, we request you kindly to consider whether this piece of ground may also be included in the properties to be acquired and handed over to the Company

We trust that this matter has now been dealt with satisfactorily and that it will be brought to a speedy conclusion

We have the honour to be

S i r,

Your most obedient servants,

BINNY & CO (MADRAS) LTD

S NT MAN

Th B gal W ll C tt & S lk M ll C Ltd

Section M

File No

Serial No

No of letter replied to

General and Revenue Secretariat

( )

the 193

of issue 23 6 33

by Mr A S Rao

enclosures

No L 2588

To Sir Dear Patta Bhatta

With reference to the grant of certain lands in Bhoganahalli village Bangalore Tk, now in the possession of the Binny Mills, for the construction of a Polytechnical School, I am desired to inform you that proceedings for the acquisition of lands in Jodi Kempapura village to be given over to the Mills in exchange for their lands are being taken and that the lands required will be transferred to you as soon as possible

Yours sincerely

For Chief Secy to Govt

Section Ml
File No 79-32
Serial No 26

Diary No of letter replied to L 1677

No L 3162/ Encl Agreement & Schedule & 10 Copies

To The Dy Comr, Bangalore Dist

General and Revenue Secretariat

( )

the *193*

Date of issue 6.11-33

Signed by M. G. Sreenivasa Rao

Sir

With reference to your memorandum No C5-LAR 38/33 34 dt 28.10.33 on the subject of the land in S.Nos 8 & 9 & 10 of Bhoganahalli village to be given over to Govt by the Bangalore Woollen Cotton Silk Mills Co. in exchange for other lands to be acquired for them in Jodi Kempapura village, I am directed to state that Govt agree with your suggestion that the agreement with the Mills should make it clear that if the latter lands are used for any other purpose than the housing of labour the conversion fee will be levied.

As regards the extent of land to be taken over from the Mills, it should

List of enclosures

Recd by

all the land in S nos 8, 9 & 10 referred to above, which according to the latest figures given in your note amounts to 27 acres, 2 guntas unless any portion of it is already used up by the Mills the whole of the said extent is available, it should be fully handed over by the Mills to Govt. About 17½ acres will be given to Father Briand for the construction of a Polytechnical School – and the balance which retained by Govt. If however, any portion of the survey nos has been used up by the Mills and what remains is only 17 and odd acres the whole of it will have to be handed over to Father Briand. I am to request you to kindly examine the matter further in the light of the foregoing and see if the figures mentioned in Schedule B of the agreement & the land as shown in Plan II accompanying it for being transferred to Govt, are alright and may be accepted.

The agreement with the Schedules and plans annexed thereto are sent herewith reference & return.

The matter may kindly be treated as immediate & a reply sent as soon as practicable.

Thanks

Mr Gill

Chief Secy to Govt

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Bangalore Dated 6th Novr 1933

No L3162/ Encl Agreement Schedule & Plan

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

To

The Deputy Commissioner, Bangalore District.

Sir

With reference to your unofficial note No C 5-LAR 38/33-34 dated 28th October 1933 on the subject of the land in Survey Nos. 8,9 and 10 of Bheganahalli village to be given over to Government by the Bangalore Woollen Cotton and Silk Mills Company Ltd., in exchange for the lands to be acquired for them in Jodi Kempapur village, I am directed to state that Government agree with your suggestion that the agreement with the Mills should make it clear that if the latter lands are used for any other purpose than the housing of labour the conversion fine will be levied.

As regards the extent of land to be given over from the mills, it should be all the land in Survey Nos 8,9 & 10 referred to above, which according to the latest figures given in your note amounts to 27 acres,2 guntas, unless any portion of it is already used up by the Mills If the whole of the said extent is available it should be fully handed over by the mills to Government About 17½ acres will be given to Father Briand for the construction of a Poly-technical School and the balance will be retained by Government. If, however, any portion of the survey numbers has been used up by the Mills and what remains is only 17 and odd acres, the whole of it will have to be handed over to the Father Briand. I am to request you to finally examine the matter further in the light of the foregoing and see if the figures mentioned in Schedule B of the agreement and the land as shown in Plan II accompanying it for being transferred to Government are allright and may be accepted.

The

The agreement with the schedules and plans annexed thereto are sent herewith for reference and return.

The matter may kindly be treated as immediate and a reply sent as soon as practicable.

I have the honour to be,

Sir,

Your most obedient servant,

For Chief Secretary to Government.

mk.2

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 3517 ml 79-32 Bangalore Dated 17th Nov 1933

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

To

The Deputy Commissioner,
Bangalore District,
Bangalore

Sir

I am directed to invite reference to this office letter No L 3162 ml 79-32-26 dated 6th November 1933, requesting you to examine the question of the extent of lands in Bhogenahalli Village to be given to Government by the Bangalore, Woollen, Cotton and Silk Mills Company Ltd, for being granted to Rev Father Briand in exchange for the lands to be acquired for them in Jodi Kempapur Village, and see if the figures mentioned in schedule B of the agreement and the land as shown in Plan II accompanying it for being transferred to Government are all right and may be accepted, and to request you to be so good as to expedite the submission of your report in the matter

I have the honour to be,

Sir,

Your most obedient servant,

Chief Secretary to Government

F P 2/17-11

Appendix F G—1]

SUBJECT

Section Inl

File No 79-32

Serial No

Diary No of letter replied to L 1677

No L 3517

To

The Deputy Commissioner
Bangalore district

General and Revenue Secretariat
(Inl)

the *193*

Sir

I am directed to invite ~~your~~ reference to this office letter no L 3162 Inl 79-32 26 dated 6/11/33 requesting you to examine the question of the extent of lands in Bhogenahalli village to be given to Government by the Bangalore woollen cotton & silk mills company Ltd for being granted to New Faber Brand in exchange for the lands to be acquired for them in Jodi Kempapura village, and see

Date of issue 17/4/37

Signed by

List of enclosures

Applied by 17/4/33

of the figures mentioned in schedule B of the agreement and the land as shown on plan II accompanying it for being transferred to Egan are all right and may be accepted, and to request you to be so good as to expedite the submission of your report in the matter

I have etc

Chm 17/5 Francis Fay Logan
PM

Me 79-32-27

In all future communications please quote No. C.R. 58/33-34
Encs. one enclosure only, here Subsidiary please

Tel Addre — DEPCOM
Post Box No 34

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 20th November *1933*

2350
2

GEN & REV SECTT
21 NOV 1933
L & R BRANCH

FROM
K. V Anantaraman, Esq , B A ,
Deputy Commissioner
Bangalore District

To
R Ranga Rao, Esq , B A ,B L ,
Chief *Secretary*
to the Government of Mysore
Bangalore

CHIEF SECRETARY
CC
21 NOV 1933

SIR

Subject —

With reference to the correspondence ending with your No L-3162 dated 6-11-1933 regarding the extent of land in S Nos 8, 9 and 10 of Bhogenahalli village to be given over to Government by the Bangalore Woollen, Cotton and Silk Mills Company, Ltd , in exchange for the lands to be acquired for them in Jodi Kempapur village, I have the honour to state that from the Survey Final Record of Rights Registers the extent of the several Numbers in the actual possession of the Mill Authorities is as noted in the margin They have agreed to surrender the entire area (6 acres 29 guntas) in S No 8 As regards S No 9, only hissa No 1 measuring 9 acres 24 guntas is in the occupation of the Mill Authorities Out of this, it has been ascertained by measurement that an extent of 1A 39 Guntas has been occupied by buildings, roads and Tennis Court etc , as noted in the margin Excluding this extent, the area available for

S No	Total Extent A	Total Extent G	Phut Kharab A	Phut Kharab G	Net area A	Net area G
8	6	29	0	0	6	29
9/1	9	24	0	3	9	21
10/1	10	29	1	33	8	36
	27	2	1	36	25	6

S No 9 Area occupied by buildings etc ,	A G
Tennis court .	0- 12
House	0- ½
Watchman's house	0- ½
Dwelling houses	0-36
Area covered by roads	0-30
Total	1-39

[illegible] in (9 acres 24 guntas minus 1 acre 39 guntas = 7 acres [illegible] 85 guntas and the Mill Authorities are [illegible] this entire

P.t.o.

As regards S No 10, his a No 1 measuring 10 acres 29 guntas is in the occupation of the Mill Authorities Out of this it has been found by measurement that an extent of about 2 acres is occupied by buildings etc , as noted in the margin

S No	Area occupied by buildings etc ,	A	G
10	Police Station	0-	27
	Dwelling houses	0-	23
	Area occupied by roads	0-	30
	Total	2-	0

Thus an extent of 8 acres 29 guntas is available for surrender But the Mill authorities have proposed to surrender only an extent of 3 acres 3 guntas 12 Sq yards including the portion marked 'A' in plan II received with your letter under advertance Though this portion marked 'A' is also available for surrender, why the Mill authorities have not proposed to hand over this extent also is not clear This may kindly be ascertained by a reference to the Mill authorities

The enclosures received with your letter under advertance including the plans in duplicate are herewith returned

I have the honor to be,
Sir,
Your most obedient servant

DEPUTY COMMISSIONER,
BANGLORE DISTRICT

S/-

L 3647 collected 9/22/4/33

9-32-28

To

The Deputy Commissioner

Bangalore District

Sir

With reference to the correspondence ending with your letter No C 5 L R 38/33-34 dated the 20th November 1933, regarding the transfer to Government of the lands in Bogenahalli Village belonging to the Bangalore Cotton and Silk ~~Manufacturing~~ Mills Co Ltd I am directed to request you to ~~correspond yourself~~ Settle the details in with the Company ~~regarding the omission~~ of the portion of survey number 10 in Schedule B and Plan II red by you ~~annexed to the agreement executed by them~~ get the needful alterations made in the Schedule and the plan with proper ~~alteration~~ alterations, and send the documents as finally settled for execution on behalf of Government The file of

Consulting

Correspondence 11 Lakhs Enclosures for your reference

In this connection the necessity to make an addition to clause 4 of the agreement ~~clear~~ so as to make it clear that the exemption from payment of the fine or fee is granted subject to the land being used for housing labour may be brought to the notice of the Company, and the words 'for the said purpose' got added after the words 'building sites' in the said clause

The agreement with the Schedules and plans in duplicate are sent herewith for needful and return

As Father Briand is anxious to have the lands soon for starting the construction of the school I am to request that the matter may be treated as immediate and a reply sent

Ref 33

as early as practicable

I have etc

RS
22/11/73

Chief Secretary to Gov

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. L 3647/2L79-32-28 Dated Bangalore 22nd November 1933.

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

To

The Deputy Commissioner,

Bangalore District, Bangalore

Sir

With reference to the correspondence ending with your letter No.C 5 L A R 38/33-34 dated the 20th November 1933, regarding the transfer to Government of the lands in Boganahalli Village belonging to the Bangalore Woollen Cotton and Silk ~~Manufacturing~~ Mills Co , Ltd., I am directed to request you to settle the details, in consultation with the Company, of the portion of Survey number 10 in Schedule B and Plan II referred to by you, get the needful alterations made in the Schedule and the plan with proper attestation, and send the documents as finally settled for execution on behalf of Government The file of correspondence is herewith enclosed for your reference

In this connection, the necessity to make an addition to clause 4 of the agreement so as to make it clear that the exemption from payment of the fine or fee is granted subject to the land being used for housing labour, may be brought to the notice of the Company, and the words " for the said purpose " got added after the words " building sites " in the said clause

The agreement with the Schedules and plans in duplicate are sent herewith for needful and return

As Father Briand is anxious to have the lands soon for - starting the construction of the school, I am to request that -

P T O.

that the matter may be treated as immediate and a reply sent as early as practicable

I have the honour to be,

Sir,

Your most obedient servant,

Chief Secretary to Government

TSS

Papers ~~[illegible]~~ sent the Dy Commr Bangalore

Form plans
Schedules I + II
Draft agreement (duplicate)
correspondence
nos 79-32
21, 22, 23 & 5 & 1946, 7, 8,
24, 25, 26, 32 10, 11, 12, 13, 16, 17, 18
~~Dy~~ office file opens HC 162/32
Received collection
nos 23-28 & 88, 87
95, 98, 105

Re 79-32-29

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

I all future comm t
pl aee q t
N C5-LAR 38/33-34
E Two schedules 4 plans
three files of the Sectt
T l Add — DEPCOM and a copy of letter
P t B N 34

Dated Bangalore the 26th November 1933

2483/2

FROM

K V Anantaraman, Esq , B A ,
Deputy Commissioner
Bangalore District

GEN & REV SECTT
28 NOV 1933
L S G BRANCH

To

R Ranga Rao, Esq , B A , B L ,
Chief *Secretary*
to the Government of Mysore
Bangalore

SIR

Subject —

With reference to your letter No L 3647/ml 79-32-28 dated the 22nd November 1933, regarding the handing over to Government of certain lands in Bhogenahalli Village belonging to the Bangalo: Woollen, Cotton and Silk Mills Co , Ltd, in exchange for certain others, I have the honour to state that in accordance with my instructions, my Personal Assistant Mr S Kuppuswami Iyer interviewed Mr Batchelor, Director of the Mills on the 23rd instant to find out why the Mill Authorities have not proposed to hand over the remaining extent of S No 10/1 and if they would do so now Mr Batchelor stated that the Mill Authorities never intended to hand over this portion and that they are not agreeable to do so now either He has confirmed this statement in his letter dated 23rd instant A copy of it is forwarded herewith

Mr Batchelor has agreed to the insertion of the words ' For the said purpose ' after the words 'Building sites ' in clause 4 of the agreement Mr Town who signed the agreement is not her Mr Batchelor has retained the two copies of agreement for being sent to Madras and for getting them attested by Mr Town

In view of the urgency to the Catholic Mission authorities of the lands, I would suggest that the notifications to acquire the Kempapur lands and to take possession of the lands before award, may be published at once

enclosures to your letter except the agreement are,

are herewith retransmitted

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District

V V 27-11-33

Letter No Nil dated 23-11-33 from the Director, Bangalore Woollen, Cotton and Silk Mills Co , Ltd , to the Deputy Commissioner, Bangalore District

We understand from conversation with your Personal Assistant, Mr S Kuppuswami Aiyar, that some misunderstanding has arisen concerning the extent of land to be handed over by this Company in exchange for other properties described above

It was pointed out to us that a portion of Survey No 10 of Boganahalli Village extends into our Brick & Tile Works property on Agrahara Road and that Government wishes to know why this should not also be handed over as part of the exchange.

We would refer you to the origin of this offer of exchange in a letter dated 4-9-1930 addressed to the then Second Member of Council with plan attached which shows clearly the land and area we originally offered to exchange, and also to our letter to you dated 16-7-31 in which the area is described as approximately 17 acres and 15 guntas 101 square yards There was apparently no misunderstanding on this matter when the draft agreement and schedule were sent to us on 10-9-1932 The copy of the schedule attached to this draft mentions the northern boundary of the portion of Survey No 10 to be handed over as Sivananjappa's land, and it is therefore clear that it was never in the contemplation of the ~~properties~~ parties that any portion of our Brick & Tile Works property was included in the offer The portion of Survey No 10 situated in our Brick and Tile Works property is separated from that portion of Survey No in our Mysore Road property by

1) A public road

2) The strip of property belonging to Sivananjappa

An examination of previous correspondence dealing with this matter will make it clear to you that this Company has never had any intention of agreeing to the surrender of any lands other than those described in the schedule and plan attached to the signed copy of the agreement sent to the Chief Secretary to Government on 7-10-33

Our Brick & Tile Works property is not on the Mysore Road but on the Agrahara Road and is entirely separate from the

agreed to exchange in Survey Nos 8,9 & 10

DRAFT

SUBJECT

Fine drafts

Section nil
File No 79
Serial No 3

Diary No of letter replied to 2483

Proceeding of the Government of His Highness the Maha

GENERAL AND REVENUE SECRETARIAT

(nil)

the 19

Date of issue 2-12-33

Signed by [illegible]

Read –
Correspondence ending with
Letter No CS LAR 38/33-34 dated 26 m
from the the Deputy Commr Bang
recommending sanction to the acquisition
properties in the Kempapura village
Bangalore Taluk required for the purp
the Bangalore Woollen and Cotton
Ltd Bangalore

ORDER NO I 3832-4 DATED 2-12-3

The acquisition of the properties recommended above is sanctioned the assistant commissioner in charge of the Bangalore Sub-Division ~~Sub Division~~ being appointed to perform the functions of a Deputy Commissioner under the Land Acquisition Regulation and authorised to take order for the acquisition of the said properties

3 The declaration statements in English and Kannada will be forwarded to the Compiler Mysore Gazette for publication

4 The cost of acquisition estimated at Rs 26000/- may as proposed be met from the provision of Rs 30000/- made under 26 Con II (B) building grants in the State Budget for making a grant to the Indian Branch for building a Technical School in Bangalore

Sno 44, 46, 47, old No 42 new 303, 43, 45 and another number measure have see further

recommend that give commr to take possession the properties under the quite "LAR" in view of urgency quite case is also

Page 71 gstatbrief
Hoc 185 AA(CC)

Office
please quote
No. C5-LAR 38/33-34
Subject Agreement in duplicate

Tel. Address — "DEPCOM"
Post Box No 34

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 7th December 1933

MC79-32-33

FROM

K V Ananteraiah, Esq, B A
Deputy Commissioner
Bangalore District

To

H Manga Rao, Esq, B A, B.L,
Chief *Secretary*,
to the Government of Mysore
Bangalore

SIR

Subject —

In continuation of this office letter no C5-L A R 38/33-34 dated 27-11-1933, regarding the handing over to Government of certain lands in Bhogenahalli village belonging to the Bangalore Woollen, Cotton and Silk Mills Co, Ltd, in exchange for certain other lands, I have the honour to forward herewith the agreement in duplicate after making the necessary alteration in paragraph 4, page 2 thereof and duly attested to by Mr Ibsen. I request you to kindly acknowledge receipt of the same.

I have the honor to be
Sir,
Your most obedient servant,

K V Ananteraiah
Deputy Commissioner,
Bangalore District

S5/7-12-33

3 Copies to be sent to Press Table after receipt of proof copies

Notification

No L 4909/ME 91-32-34 dated 2-4-34

Under Sec 42 of the Mysore Land Acquisition Regulation, 1894 as amended from time to time Government are pleased hereby to publish the agreement entered into with the Government by the Bangalore Woollen Cotton and Silk Mills Company Limited Bangalore under Section 41 of the said Regulation regarding the acquisition of certain lands in Jodi Kempapur Village Bangalore Taluk for the construction of a model village for the company's work people

By Order

23/12

Chief Secy to Govt

23/12

The Compiler Mysore Gazette for publication

To

The Agents Secretaries and Treasurers
of the Bangalore Woollen Cotton and
Silk Mills Co Ltd Bangalore

Sir

With reference to the correspondence ending with your letter No Nil, dated 7th October 1933 forwarding, duly executed by the Company, the agreement in connection with the acquisition by Government of certain lands in the Jodi Kempapur village for the Company I am directed to return herewith duly executed on behalf of Government, the counterpart of the agreement and the plans, and to state that -- action is being taken by the Deputy Commissioner Bangalore District for the acquisition of the Kempapur lands The Deputy Commissioner has been instructed to take necessary action after the acquisition proceedings are complete for giving effect to clauses 2 and 3 of the Agreement

I have etc

Chief Secy to Govt

No L 5562 Copy of the above is forwarded with compliments to the Deputy Commissioner Bangalore District for information

By Order

Chief Secy to Govt

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 5561 Enc Agreement & 2 Plans
Inl 79-32-36

Bangalore Dated 23rd January 1934
24th

From

The General Secretary to the Government of His Highness the Maharaja of Mysore

To

The Agents, Secretaries and Treasurers of the Bangalore Woollen, Cotton and Silk Mills, Co., Ltd., Bangalore

Sirs,

With reference to correspondence ending with your letter No Nil, dated 7th October 1933, forwarding, duly executed by the Company, the agreement in connection with the acquisition by Government of certain lands in the Jodi Kempapur village for the Company, I am directed to return herewith, duly executed on behalf of Government, the counterpart of the agreement and the plans, and to state that action is being taken by the Deputy Commissioner, Bangalore District, for the acquisition of the Kempapur lands The Deputy Commissioner has been instructed to take necessary action, after the acquisition proceedings are complete, for giving effect to clauses 2 and 3 of the Agreement.

I have the honour to be,

Sir,

Your most obedient servant,

Sd H V Ramasvami

General Secretary to Government

Aga/3.

P T O

Memo No L 5562

Dated, Bangalore the 23rd January 1934
24th

Copy of the foregoing is forwarded with compliments to the Deputy Commissioner, Bangalore District, for information

By Order,

Asuba Rao

For General Secretary to Government

Aga/2

L.20 L.5560/ 79-32-3 Agreement 2 Plans 2 Schedules

To

The Deputy Commissioner
Bangalore District

24-1-34
Signed by Mr A S Rao

Sir

With reference to the correspondence ending with your letter No C 5 L A R 38/33-34 dated 7th December 1933 regarding the agreement executed by the Bangalore Woollen Cotton and Silk Mills Co in connection with the acquisition of certain lands for them in Jodi Kempapur Village in exchange for their land in Bhogana halli village I am directed to forward herewith a counterpart of the agreement executed on behalf of Government with the connected schedules and plans, and to request you to take necessary action for giving effect ~~to~~ to clauses 2 and 3 of the agreement after the acquisition proceedings are complete

2 Any document that may have to be executed for this purpose by or in favour of Government may be so executed by you acting for or on behalf of Govt, the necessary drafts being however sent to Govt for approval

I have etc

General Secretary to Govt
~~Chief~~

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 5560 Encs Agreement 2 Plans Inl 79-32-35 & 2 Schedules

Bangalore Dated 23rd January 1934

From

The General Secretary to the Government of His Highness the Maharaja of Mysore

To

The Deputy Commissioner,

Bangalore District,

Bangalore

Sir

With reference to the correspondence ending with your letter No C 5 L A R 38/33-34 dated 7th December 1933 regarding the agreement executed by the Bangalore Woollen, Cotton and Silk Mills, Co., in connection with the acquisition of certain lands for them in Jodi Kempapur village in exchange for their land in Bhoganahalli Village, I am directed to forward herewith a counterpart of the agreement executed on behalf of Government with the connected schedules and plans, and to request you to take necessary action for giving effect to clauses 2 and 3 of the agreement after the acquisition proceedings are complete

2 Any document that may have to be executed for this purpose by or in favour of Government may be so executed by you acting for or on behalf of Government, the necessary drafts being however sent to Government for approval

I have the honour to be,

Sir,

Your most obedient servant,

General Secretary to Government

Aga/2

Appendix F G—1]

SUBJECT

Section mil

File No 79-32

Serial No

Urgent

Diary No of letter replied to L 2813

No L 6156

~~To~~

Dear Sir,

General and Revenue Secretariat

( )

the 193

I am desired to refer to your office letter no L 5360 mil 79-32-36 dated 24th January 1934, ~~forwarding a counterpart of the agreement executed on behalf of Govt with the connected schedules and plans~~ in connection with the acquisition of certain lands for the Bangalore Woollen Cotton & Silk Mills Co Ltd in exchange for their lands in Bhuganahalli village, ~~and~~ requesting you to take necessary action for giving effect to clauses 2 & 3 of the

Date of issue 9 2 34

Signed by Dr. T. S. R. Achar

List of enclosures

Copied by

Examined by

agreement, after the acquisition proceedings are completed and to request you to be so good as to intimate ~~to which~~ the stage at which the question stands ~~now~~ at present

The matter may kindly be ~~treated as immediate~~ expedited

Yours Sincerely,

K R
8/2

To K V Anantaraman Esq, BA
Dy Comm, Bangalore

8/2

10/6156 **URGENT**

9th February 19

Dear Sir

I am desired to invite reference to this office letter No L 5560 M1 79-32-36 dated 24th January 1934 in connection with the acquisition of certain lands for the Bangalore Woollen Cotton & Silk Mills Co , Ltd in exchange for their land in Bheganahalli village requesting you to take necessary action for giving effect to clauses 2 and 3 of the agreement, after the acquisition proceedings are completed and to request you to be so good as to intimate the stage at which the question stands at present

The matter may kindly be expedited

Yours sincerely

K V Anantaraman Esq , B A
Deputy Commissioner
Bangalore

HKS 2

Inl 79-32-38

THE DEPUTY COMMISSIONER

3810

THE BANGALORE WOOLLEN, COTTON & SILK MILLS Co. LD.

GEN & REV SECTT
10 FEB 1934
L.&.R. BRANCH

TELEGRAPHIC ADDRESS
WOOLLEN BANGALORE

TELEPHONE No 371

BANGALORE CITY 9th February 19 34

GENERAL SECRETARY
9 FEB 1934
No. 259
MSLC
10/2/34

The General Secretary,
Govt of H H the Maharajah of Mysore,
BANGALORE

GEN
10 FEB 34

Inl 79-32-3

Sir,

We have the honour to refer to your letter No L5561 dated 23rd January 1934 and to report the
79-32-38
we have received charge from the Revenue Officer of those lands in Jodi kempapur Village mentioned in Schedule A of the agreement dated 26 9 1936 except Voni, which forms a part of the Schedule A

We request that steps be taken to hand ver possession of this also, so that we may complete or part of the agreement without delay in handing ove the lands mention in Schedule B

We have the honour to b

S i r,

Your most obedient servants,
BINNY & CO., (MADRAS) LTD

DIRECTOR
AGENTS SEC ET R E & T E U C
Th B galore Woollen Cott & S lk M ll C Ltd

Inl 79-32-38

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 13th February 1934

3863

Tl Add — DEPCOM
P tB N 34

FROM

K V Anantaraman Esq B A
Deputy Commissioner
Bangalore District

CEA & REV SL
15 FEB 1934
L C O BRANCH

To

H V Ramaswami Esq M A B L
General *Secretary*
to the Government of Mysore
Bangalore

SIR

GENERAL SECRETARY
14 FEB 1934
No.

Subject — RE: ACQUISITION OF CERTAIN LANDS IN JODI KEMPAPUR VILLAGE BANGALORE TALUK FOR THE BANGALORE WOOLLEN COTTON AND SILK MILLS CO LTD IN EXCHANGE FOR THEIR LANDS IN BHOGANAHALLI VILLAGE

-:oOo:-

With reference to your letter No L 5560/M 79-32-35 dated 23rd/ January 1934 and subsequent D O reminder No L 6156 dated the 9th February, the above subject requesting to be informed of the stage at which the stands at present I have the honour to state as follows:

Orders of Government sanctioning the acquisition of lands in Jodi Kempapur village for the Bangalore Woollen Cotton and Silk Mills Co Ltd and direcing taking possession of the said lands under Section 17 of the Land Acquisition in view of the urgency of the case were communicated to the Sub Division O Bangalore Division in this office memo No C5 L A R 33/33-34 dated 7th ember for taking immediate needful action in regard to the acquisition of lands a obtaining possession thereof under Section 17 of the Land Acquisitio ulatio

It is learnt that the Sub Division Officer took formal sion of lands and handed over the same to the Mill authorities - There are r some and houses in certain portions of the lands in which persons are still resig As such the possession of the lands taken by the Sub Division Officer and sai been handed over to the Mill authorities cannot be said to be complete until n residents are made to vacate the huts and houses Consequently the Sub Divisi Officer has been instructed to take complete possession of the lands after evi persons living therein and to make over to the Mill authorities the posses the lands so acquired simultaneously with the taking possession of th

L 3863

- 2 -

Bhoganahalli lands from the Company All these proceedings will be completed before the 24th February 1934

I have the honour to be
Sir
Your most obedient servant,

DEPUTY COMMISSIONER
BANGALORE DISTRICT

SVS 13-2 34

Submitted for perusal
The main file has been submitted on 10/2/34 (L 3810) with the cover receiving from the Agents
Bring units, on the budget and as before
Gen Secy

Chief Secy

19/2/34

CHIEF SE
19 FEB

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 6440/Ml 79-32- Bangalore Dated 22 - 2 - 1934

From

H V Ramasvami, Esquire, M.A., B.L.,
General Secretary to the Government of His Highness
the Maharaja of Mysore

To

K V Anantaraman, Esquire, B A,
Deputy Commissioner, Bangalore District, Bangalore

Sir

In continuation of this office letter No L 5560/Ml 79-32-36 dated the 24th January 1934 regarding grant of certain lands for the Bangalore Woollen, Cotton and Silk Mills Company, Limited, in exchange for their land in Bhoganahalli Village, I am directed to forward herewith, for favor of necessary action, copy of letter No - dated the 9th February 1934 received from the Bangalore Woollen, Cotton and Silk Mills Company, Limited, requesting that arrangements may be made to hand over possession of the "voni" also which forms part of the schedule "A"

I have the honor to be,

Your most obedient servant,

General Secretary to Government

Appendix F G—1]

SUBJECT

Section nil

File No 79-32

Serial No

Diary No of letter replied to L 3810

No L 6440

Enclose

To

The Deputy commr

Bangalore district

General and Revenue Secretariat

(nil)

the 193

Sir

Date of issue 23-2-34

In continuation of this office letter no L 5560 nil 79-32-36 dated 24/1/34, regarding grant ~~requesting you to take necessary action for giving effect to clause 2 & 3 of the agreement, in connection with the acqn of certain~~ lands for the Bangalore, woollen, cotton & silk mills co ltd, in exchange for their land in Bhoganahalli village, I am directed to forward herewith, for favour of necessary action, copy of letter no nil dated 9/2/34, received

Signed by Dr. Dr. S K Archar

List of enclosures

Copied by

Compared by

from the Bangalore Woollen Cotton
& Silk Mills Co. Ltd., ~~on the matter~~
~~stating~~ requesting that arrangement may be
made to hand over possession of
the "Van" so which forms a part of
the Schedule "A"

I have etc

2/22

Advocate General Secy to Govt
Br
up

46

DEPUTY COMMISSIONER OF
BANGALORE

Dated 22nd February 1934

[illegible]

[illegible]

Please send me
[illegible] the [illegible] file
[illegible] [illegible]
Ramakrishna Villas [illegible]
[illegible] [illegible]
[illegible] [illegible]
[illegible] [illegible]
[illegible] [illegible]
[illegible]

Yours [illegible]

[illegible]

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

Dated 22nd February 1934.

Dear Sir,

With reference to paragraph 2 of General Secretary's letter No L 5560/M1 79-32-35 dated 24th January 1934 and in continuation of this office letter No L A.R 38/33-34 dated 13th February 1934 in regard to the acquisition of certain lands in Jodi Kempapur village for the Bangalore Woollen, Cotton and Silk Mills Company Ltd , in exchange for their lands in Bogenahalli village, I am desired to enclose herein 2 drafts (prepared by the Public Prosecutor) of the documents which have to be executed by the Government and the Company in this connection and to request that the drafts may be kindly scrutinised and approval of Government communicated to this office very early as the documents have to be executed before the lands are formally handed over to the Company

The connected files of this office are enclosed for ready reference and return

Yours sincerely,

C Subrahmanya Iyer, Aso , B A ,B L ,
Under Secretary to Government,
Bangalore

NG SECTION
3 FEB 1934
& REVENUE

SS/22-2-34

L S S Br (w c) for favour of putting up the connected refs

The connected file only 9-32, covers the references is put up

Issue off put up

D O No P 4033 GENERAL AND REVENUE SECRETARIAT
Enc 1 file of Recd etc Dated Bangalore 23rd February 1934

Dear Sir,

I am directed to return herewith duly approved the two drafts of the documents which have to be executed by the Government and the Bangalore Woollen Cotton and Silk Mills Company Ltd , in connection with the exchange of the Jodi Kempapur lands with the Bhogannahalli lands of the Mills I am also to say that the formal handing over and taking possession of the lands in question between the Government and the Company may be proceeded with pending execution of the documents

Yours sincerely,

K V Anantaraman, Esq , B A ,
Deputy Commissioner, Bangalore District,
Bangalore

pp ndix F G—1]

UBJECT

Section

File No

Serial No

Diary No of letter replied to D

No P 4033 / Spl. file of Rev

To K V Anantharaman Esq
Deputy Comr
Bangalore

General and Revenue Secretariat

( )

the *193*

Date of issue 23/2/38

Signed by M. R. J. Hos

Dear Sir,

I am directed to return herewith duly approved the two drafts of the documents which have to be executed by the Govt and the Bangalore Woollen Cotton & Silk Mills Co. Ltd in connection with the exchange of the food remission lands & with the Bhopanahalli lands of the Mills. I am also to say that the formal handing over & taking possession of the lands in question between the Govt & the Company may be proceeded with pending execution of the

List of enclosures

Copied by

Examined by

WD 71—GBPM—40,000—20 7 31

4751933

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

Dated Bangalore the 26th February 1934

4094

I all f ture mm t
pl as q t
N
E

T l Add ss — DEPCOM
P tB N 34

FROM

K V Anantaraman, Esq , B A ,
Deputy Commissioner
Bangalore District

GEN & REV SECT.
LAND BRANCH

To

H V Ramaswami, Esq , M A , B L ,
General *Secretary*
to the Government of Mysore
Bangalore

SIR

Subject —

With reference to the correspondence ending with D O letter No P 4033 dated the 23rd February 1934 in regard to the exchange of Jodi Kempapur lands for the Bogenahalli lands of the Mills, I have the honour to state that in accordance with the orders of Government, the Jodi Kempapur lands have been handed over to the Company and the Bhogenahalli lands belonging to the Mills have been taken possession of by the Sub Division Officer, Bangalore on the 24th instant (vide copy of his letter of date enclosed)

As regards the documents to be executed, the Director of th Bangalore Woollen, Cotton and Silk Mills Company Ltd , has retur the drafts with slight verbal alterations and has stated that the sale deeds would be executed after the next Directors' Meeting on March 10th since the Common Seal of the Company can be affixed only at the Directors' Meeting Necessary further action to execute the agreement will be taken accordingly

I have the honour to be,
Sir,
Your most obedient servant,

K V Anantaraman

Deputy Commissioner,
Bangalore District

V V 26/2

27 FEB 1934

This may be sent to L S G Br

Letter No B1-248/32-33 dated 26th February 1934 from the Sub Division Officer, Bangalore Sub Division, to the Deputy Commissioner, Bangalore District

With reference to your Memo No F C 8136 of 33-34 dated 13th February 1934 re the acquisition of certain lands of Jodi Kempapur village for the Bangalore Woolen, Cotton and Silk Mills Company ltd , in exchange for their lands in Bhogenahalli village, I have the honour to state that I issued notices to the occupants of the houses and huts and took on 24-2-34 complete possession of the lands with huts and buildings thereon and handed them over to the Mill Authorities i e , to the Chief Engineer of the Binny Mills under a proper mahazar and a receipt after taking possession of Bhogenahalli lands from him as per your kind instructions conveyed in your letter No D O L A R 38/33-34 dated 23rd February 1934 It is also noted in both the mahazars and also in the receipts that the exchange of lands is effected subject to the execution of title deeds by both the parties and that no work should be begun either on the Bhogenahalli lands by Government or on the Kempapur lands by the Mill Authorities until the transaction is fully completed by the execution and delivery of the necessary title deeds, and that the properties should be maintained in tact till then

****

"C o p y"

For Deputy Commissioner,
Bangalore District

V V 26/2

To

The Deputy Commissioner,
Bangalore District, Bangalore

S I R,

With reference to the correspondence ending with your letter No L A A 38/33-34 dated 26th February 1934 reporting that the lands in Bhoomahalli village, Bangalore Taluk, belonging to the Bangalore Woollen, Cotton and Silk Mills Company Ltd, have been taken possession of by the Sub Division Officer, Bangalore, on the 24th idem I am directed to request you to take action to get the agreement, the draft of which is herewith enclosed duly executed and then to put Rev Father Briand in possession of the lands and to issue a title deed therefor in accordance with the terms of the agreement

The name of the institution in favour of which the grant is to be made and the legal authority under which Rev Father Briand or any other person represents such institution is, ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~

delay possible and the fact reported to Government

I have etc.

RG 9/3/34

Chief Secretary to Government

9/3

Agreement entered into between the Rev Father Briand, Chaplain St Joseph's Church, Bangalore City acting for and on behalf of the Roman Catholic Mission(?) hereinafter called the first party, and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Government of His Highness the Maharaja of Mysore hereinafter called the second party -

Whereas the first party proposed to construct and maintain on entirely non-sectarian lines a poly-technical and industrial school for boys in Bangalore City and approached the Government of Mysore for help,

and whereas the Government agreed to give for the above said purpose free of cost but subject to conditions to be hereinafter mentioned the land more fully described in the Schedule hereunder written and also an initial grant of Rs 10 000 towards the construction of the buildings in accordance with the educational grant-in-aid rules

and whereas in pursuance of such agreement the Government have acquired full right and title to the above said land under a document of transfer executed by the Bangalore Woollen Cotton and Silk Mills Company Ltd , on and registered in Book No of the Office.

Now this indenture witnesseth

(1) That the second party do put the first party in possession of the said land and grant to the ~~second~~ first - party in due course a title deed according to law containing the conditions of the grant hereby agreed to

(2) That the first party ~~undertakes to begin~~ agrees to take steps as soon

as possession of the said land is given to bring into ~~the construction~~ existence a ~~of a building for the~~ polytechnical and industrial school with various sections according to ~~the~~ needs and circumstances and ultimately but within a reasonable time to provide for in addition to the polytechnical and industrial school above mentioned a High School with vocational training a normal school for training teachers, a school for training teachers in industrial subjects a home for poor boys and destitute young men and residential quarters for the staff, all the said institutions being entirely non-sectarian

Please see the note on the back

(3) That the second party agrees to pay -subject ~~to~~ the Educational Grant-in-aid rules, ~~a lumpsum building grant of Rs.10,000~~ - a lump sum of Rs 10 000 as a building grant under towards the construction of the polytechnical and industrial school as soon as the plans and estimates for such school are ~~is~~ duly approved by Government

(4) That the conditions of the title deed to be granted by the second party shall be as follows -

(a) That the land shall be used for the purpose of ~~the~~ a non-sectarian polytechnical and industrial school and other institutions connected with it and hereinbefore referred to

(b) That if it is not so used within a reasonable time or if used for any other purpose at any time the grant is liable to be revoked by Govt and on such revocation the land with all buildings constructed thereon and things attached to it shall ~~vest~~ revert absolutely ~~in~~ to Government

(c) That the land or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for general municipal or local purposes

(d) That the mineral rights in the land to be granted are to be reserved to Government

(Here enter specification of the land

In witness whereof both the parties above mentioned do set their hands and seals this day the

Witnesses

(1)

(2)

AZR 9/3

RR 9/3/54

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretaria

Dated Bangalore 27th March 1934.

No L 7069/2 C 79-32-39

Encl agreement

From

The *Chief Secretary to the Government of His Highness the Maharaja of Mysore*

To

The Deputy Commissioner,

Bangalore District.

Sir

With reference to the correspondence ending with your letter No L A A.38/33-34 dated 26th February 1934 reporting that the lands in Bhoganahalli village, Bangalore Taluk, belonging to the Bangalore Woollen, Cotton and Silk Mills Company Ltd , have been taken possession of by the Sub Division Officer, Bangalore, on the 24th idem, I am directed to request you to take action to get the agreement, the draft of which is herewith enclosed, duly - executed and then to put Rev Father Briand in possession of the lands and to issue a title deed therefor in accordance with the terms of the agreement

The name of the institution in favour of which the grant is to be made and the legal authority under which Rev. Father - Briand or any other person represents such institution may be - enquired and the draft suitably revised, if necessary.

I am to request that action as above may be taken with the least delay possible and the fact reported to Government

I have the honour to be,

Sir,

Your most obedient servant,

For Chief Secretary to Government

Appendix F G—1]

SUBJECT

II

Section Rev. Dc

File No 79-32

Serial No 40

Diary No of letter replied to

No 17070

To The Deputy Comr, Bangalore

General and Revenue Secretariat

( )

the *193*

Sir

In continuation of this office letter no 17069 dy 27/3/34 regarding the grant of possession to Father Briand of the lands in Bhoganahalli village belonging to the Bunny Trees for the construction of a Polytechnical and Industrial School, I am directed to state that it is proposed to give Father Briand in addition for the same purpose the building and site of the Police Station on the Hosur road adjoining the said lands. Before issuing orders in the matter, I am to request you to ~~forward~~ furnish

Date of issue 27 3 34

Signed by M. G. Sarbadhikari

List of enclosures

Copied by

ned by

particulars regarding the Police Station building and site, such as their area, the ~~p~~ Department or person in whose possession they are now &c

A sketch of the site & building may also be sent

The matter may kindly be treated as urgent

Thanks

Chief Secy to Govt

2/3

L.A.R. 38/33-34 Enc Two

Y ANANTARAMAN
DTY COMMISSIONER

4251

BANGALORE

DATED 12th MARCH 1934

Dear Sir,

With reference to the correspondence ending with this office letter No C5 L A R 38/33-34 dated the 27th February 1934 in regard to the exchange of Jodi Kempapur lands for the Bhogenahalli lands of the Mills I beg to forward herewith copy of letter No D1 3120-259 of 33-34 dated the 6th instant from the Director of Public Instruction, enclosing a formal agreement to be executed by Rev Father Briand in the matter of grant of lands for the construction of a building for the Poly-technic School I request you to kindly obtain orders of Government whether I may get the necessary agreement from Rev Father Briand and put him in possession of the lands taken over from the Mills

The favour of an early reply is requested

Yours sincerely,

To
S Abdul Wajid Esq B A,
General Secretary to the Government
of Mysore, Bangalore

Letter No Di 3120-259/33-34 dated 6/7th March 1934, from the Director of Public Instruction in Mysore Bangalore, to the Deputy Commissioner, Bangalore District, Bangalore

--:oOo:--

With reference to your letter No D O C5 LAR 33/33-34 dated nil forwarding for information and necessary action a copy of the letter addressed to Rev Father Briand in the matter of grant of lands for the construction of a building for the Poly-technic school at Bangalore I have the honour to enclose herewith a form of agreement to be executed in such cases and to request you to kindly get an agreement executed on a ten-anna stamp paper by Rev Father Briand on behalf of his mission before actually handing over to him the lands referred to above

--:oOo:--

"C O P Y"

FOR DEPUTY COMMISSIONER,
BANGALORE DISTRICT

SVS 12-3-34

particulars regarding the Police Station

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No 3682 Bangalore Dated 30th May 1934 —

From

S Abdul Wajid Esq , B A ,
The General Secretary to the Government of His Highness the Maharaja of Mysore

To

N S Subba Rao Esq., M A , Bar-at-Law ,
Director of Public Instruction in Mysore

Sir

I am directed to state that a sum of Rs 10,000/- has been provided in the next year's budget towards the building grant to Father Briand's Polytechnical School and to request you to be so good as to obtain plan and an estimate of the building proposed to be constructed and forward the same for approval of Government

I have the honor to be,
Sir,
Your most obedient servant,

General Secretary to Government

B K M 2

4644

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

Comptroller's Office Bangalore

No. B. 306

Dated the 3rd April 1934

To

The Chief Secretary to the Government of Mysore,
Bangalore

EDUCATION BRANCH
12 APR 1934
3134
GEN & R V

Sir

With reference to your letter No L 6964/~~mily~~ 79-32 dated 21-3-34 re the authorisation of the payment of Rs 62/- in favour of the Deputy Commissioner Bangalore required by him in connection with the Registration of certain documents executed by him on behalf of Government, I have the honour to state that a requisition has been sent to the Financial Assistant to the Director of Public Instruction for necessary action in the matter as it is in that office that the charge in question is to be finally admitted in audit

I have the honor to be,
Sir,
Your most obedient servant,

M Virarajaiah
Deputy Comptroller

Main file on the subject has been referred to the Edn Branch. This may also if approved, be sent here

Edn Branch
Complete

WD 0484—GPB—15,000—12-10-33

File No	of 193	General and Revenue Secretariat
		Serial No

No L 1151 / ME 79-32
Encl one
Dt 15-8-34

To

Rev Father Browne,
Juvanile Polytechnic School
St Joseph's ~~College~~, Bangalore
C/o C/o Supt

Dear Sir,

I am directed to forward herewith the finally agreed draft of the agreement regarding the grant of lands for the polytechnical school for its being duly executed by the Lord Bishop of Mysore ~~[illegible] that the Bishop said that he would be obliged if he could have the deed before Thursday the 16th~~ I have &c.

For Chief Secy to Govt

15/8

No L 1152 Dt 15-8-34

Copy to the Deputy Commissioner, Bangalore with reference to his DO CS LA No 38 of 33 34 dated 31st July 1934 for necessary action. The Lord Bishop would be obliged if he can have the agt executed before Thursday the 16th

15/8

C R G

Appendix F G—1]

SUBJECT

Section

File No

Serial No

Diary No of letter replied to

No L 1151 / Encl one

To

Rev Father Browne
St Joseph's College
Bangalore

General and Revenue Secretariat

( )

the *193*

Date of issue 15-8-34

Signed by Mr N R J Rao

Dear Sir,

~~As directed by the Govt~~

I am directed to forward herewith the ~~finally approved~~ finally agreed draft of the agreement regarding the grant of lands for the Polytechnical School, ~~This has been agreed to and may therefore be got~~ for its being duly executed by the Lord Bishop. ~~For further action being taken in the matter~~

I have etc

Fair + Draft

List of enclosures

Both fair and Draft copy to be

ed by

be

NRJ 15/8/34 For chief Secy to govt

In L1152
Copy to the DC

Final Draft for approval

Agreement entered into between the Right Rev Mgr D Saturnes D D , on behalf of the Roman Catholic Mission of Mysore hereinafter called the first party, and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, hereinafter called the second party -

WHEREAS the first party proposed to construct and maintain, on entirely non-sectarian lines, a poly-technical and industrial school for boys in Bangalore City and approached the Government of Mysore for help,

And whereas the Government agreed to give for the above said purpose, free of cost but subject to conditions to be hereinafter mentioned, the lands and buildings more fully described in the Schedules A & B hereinunder annexed and also an initial grant of Rs 10,000/- towards the construction of the buildings in accordance with the educational grant-in-aid rules,

And whereas in pursuance of such agreement the Government have acquired full right and title to such portion of the above said lands as were not already vested in Government, that is, the lands mentioned in Schedule A, under a document of transfer executed by the Bangalore Woollen, Cotton and Silk Mills Co , Ltd , on

and registered in Book No
of the office,

Now this indenture witnesseth -

(1) That the second party do put the first party in possession of the lands and buildings described in Schedules A and B and grant to the first party in due course a title deed according to law containing the conditions of the grant hereby agreed to

(2) That the first party agrees to take steps, as soon as possession of the said lands and buildings is given, to bring into existence a poly-technical and industrial school with other institutions connected with it, all the said institutions being

(3) That the second party agrees to pay a total sum of Rs 10,000/- as a building grant under the educational grant-in-aid rules, towards the construction of the poly-technical and industrial school, as soon as the plans and estimates for such school are duly approved by Governme t

(4) That the conditions of the title deed to be granted by the second party shall be as follows -

(a) That the property covered by this agreement shall be used for the purpose of a non-sectarian poly-technical and industrial school and other institutions connected with it and hereinbefore referred to

(b) That if it is not so used, or if used for any other purpose without the sanction of Government, prior to the expiration of forty years from the date of delivery of possession of the lands, the grant is liable to be revoked by Government, and on such revocation the lands with all buildings constructed thereon shall rev rt absolutely to Government ~~but if through no fault of the first party or on account of unforseen circumstances beyond their control the work is interrupted, it will not be considered by the Government as a breach of the agreement~~

X X

Secretary
and by Rama
Bramathaka
Mudaliar - Pr

(c) That the lands or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for general, municipal or local purpose

(d) That the mineral rights in the lands to be granted are to be reserved to Government

(Here enter specification of the land)

In witness whereof both the parties above mentioned do set their hands and seals this day the

Witnesses

1

2

SCHEDULE A.

Acquired property

Police station

Revise ~~draft~~ claus attached by the bank

X X

But if through no fault of the first party or on account of unforseen circumstances beyond their control, the first party is unable to use the lands for the purpose intended, it shall be lawful to Government either to resume possession of the lands but after paying reasonable compensation for buildings ~~and~~ constructed thereon at the expense of the first party or to arrive at some other arrangement as may be mutually agreed upon at the time

Please have the "pt typed neat & sent to me ~~to~~ now

have sent me a copy —

Pl 1578

Please put this immediately. Nov 10/

Agreement entered into between the Right Rev.Mgr Despatures D.D.,On behalf of the Roman Catholic Mission of Mysore hereinafter called the first party,and the Deputy Commissionner,Bangalore District, acting for and on behalf of the Government of His Highness the Maharaj of Mysore,hereinafter called the second party;-

Whereas the first party proposed to construct and maintain, on entirely non-sectarian lines,a poly-technical and industrial school for boys in Bangalore City and approached the Government of Mysore for help,

and whereas the Government agreed to give for the above said purpose,free of cost but subject to conditions to be hereinafter mentioned,the land more fully described in the schedule hereinunder annexed and also an initial grant of Rs.10000 towards the construction of the buildings in accordance with the educational grant-in-aid rules,

and whereas in pursuance of such agreement the Government have acquired full right and title to the above said land under a document of transfer executed by the Bangalore Woollen,Cotton and Silk Mills Co.,Ltd.,on

. . . . . .

and registered in Book No..... . .

of the . . . . . Office,

Now this indenture witnesseth:-

1) That the second party do put the first party in possession of the land, and buildings described in schedule A and B. and grant to the first party in due course a title deed according to law containing the conditions of the grant hereby agreed to.

2) That the first party agrees to take steps as soon as possession of the said lands and buildings is given to bring into existence a polytechnical and industrial school with other institutions connected with it,all the said institutions being entirely non-sectarian.

3) That the second party agrees to pay a total sum of [illegible],000 as a building grant under the educational grant-in-aid rules for the construction of the polytechnical and industrial school,

as soon as the plans and estimates for such school are duly approved by Government.

4) That the conditions of the title deed to be granted by the second party shall be as follows:-

a) That the property covered by this agreement shall be used for the purpose of a non-sectarian polytechnical and industrial school and other institutions connected with it and hereinbefore referred to.

b) That if it is not so used, or if used for any other purpose, without the sanction of Government, prior to the expiration of forty years, the grant is liable to be revoked by Government and on such revocation the lands with all buildings constructed thereon shall revert absolutely to Government. But if through no fault of the first party or, on account of unforseen circumstances, the work is interrupted, it will not be considered by the Government as a breach of the agreement.

c) That the lands or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for general, municipal or local purpose.

d) That the mineral rights in the lands to be granted are to be reserved to Government.

(Here enter specification of the land)

In witness whereof both the parties above mentioned do set their hands and seals this day the.....

Witnesses.

Schedule B
Pdhu Nesbem —

(C) Part of ~~for some~~ through no
fault of ~~[illegible]~~ the firm for
the unforeseen circumstances
the Board is unable to
[illegible] it will not be common
~~[illegible]~~ the East ~~[illegible]~~ funds and a
[illegible] of the agreement

Agreement entered into between the Rev Father Briand, Chaplain, St Joseph's Church, Bangalore City, acting for and on behalf of the Roman Catholic Mission of (?) hereinafter called the first party, and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Government of His Highness the Maharaja of Mysore, hereinafter called the second party -

Whereas the first party proposed to construct and maintain, on entirely non-sectarian lines a poly-technical and industrial school for boys in Bangalore City and approached the Government of Mysore for help

and whereas the Government agreed to give for the above said purpose, free of cost but subject to conditions to be hereinafter mentioned, the ~~land~~ lands & buildings more fully described in ~~the schedule~~ Schedules A & B hereunder written and also an initial grant of Rs.10,000 towards the construction of the buildings in accordance with the educational grant-in-aid rules,

and whereas in pursuance of such agreement the Government have acquired full right and title to ~~the~~ such portion of the above said lands as were not vested in Government, that is the lands mentioned in Schedule A under a document of transfer executed by the Bangalore Woollen, Cotton and Silk Mills Company, Ltd , on

.. . . and registered in Book No .

. . . . . of the . Office,

Now this indenture witnesseth

(1) That the second party to put the first party in possession of the ~~said land~~ lands & buildings described in Schedules A & B and grant to the first party in due course a title deed according to law containing the conditions of the grant hereby agreed to

(2) That the first party agrees to take steps as soon

as possession of the said ~~land~~ lands & buildings is given to bring into existence a polytechnical and industrial school with various sections according to needs and circumstances and ultimately, but within a reasonable time, to provide for, in addition to the polytechnical and industrial school above mentioned, a High School with vocational training, a normal school for training teachers, a school for training teachers in industrial subjects, a home for poor boys and destitute young men and ~~resential~~ residential quarters for the staff, all the said institutions being entirely non-sectarian.

(3) That the second party agrees to pay a total sum of Rs.10,000 as a building grant under the Educational Grant-in-aid rules towards the construction of the polytechnical and industrial school, as soon as the plans and estimates for such school are duly approved by Government

(4) That the conditions of the title deed to be granted by the second party shall be as follows -

(a) That the ~~land~~ property covered by this agreement shall be used for the purpose of a non-sectarian polytechnical and industrial school and other institutions connected with it and hereinbefore referred to

(b) That if it is not so used ~~within a reasonable time~~, or if used for any other purpose ~~at any time~~, the grant is liable to be revoked by Government and on such revocation the lands with all buildings constructed thereon ~~and things attached to it~~ shall revert absolutely to Government. But if through no fault of the first party or for unforeseen causes [illegible] [illegible] [illegible] [illegible] [illegible]

Without the right of [illegible] [illegible] [illegible] [illegible]

(c) That the lands or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for general, municipal or local purposes

(d) That the mineral rights in the lands to be granted are to be reserved to Government

Schedule A
Acquired property
Schedule B
Police Station
etc

(Here enter specification of the land)

In witness whereof both the parties above mentioned do set their hands and s als this day the

Witnesses

(1)

(2)

Revised
DOP
1/8/34

No L 1151 / 79 32 Dt 15/8/34

Rev F t er Dr ve,
St Jo e h's I n h l School,
C ation, Bangalore

D ar r,

I am di ected to for a d re t t e
finally a reed draft of th re nt r ar-
ing the r t of lands for t e ol t ic
school for its eing ly e c tea ly
Lord Bishop of Mysore

I hav tc,
(Sd) R RangaRao
Chief ec e ar to Govt

Memo No L 1152 Dt 15/8/34

Copy of the above o f
compliments to the Deputy o lo io ci, Ba-
lore District, ith r f rence to i o
C L A R 3 of 3 , ated 1st July 1
for necessary action T e Lord Bi l
be obliged if e t n h v t re t
executed before Thursday the th

By Or ,
(Sd) N R Jayarao
for Chief Secretary to Govt

Agreement entered into bet een the Right Rev gr Despatures D D , on behalf of the Roman Catholic Mission of Mysore hereinafter called the first arty, and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Govern ent of His Highness he M naraja of Mysore, hereinafter called the second party -

WHEREAS the first party proposed to construct and maintain, on entirely non-sectarian lines, a poly-technical and industrial school for boys in Bangalore City and -- approached the Government of Mysore for elp

And whereas the Government agreed to give for the above said purpose, free of cost but subject to con itions to be hereinafter mentioned, the lands and buildings o e fully described in the Schedules A & B hereinun er annexed and also an initial grant of Rs 10,000/- to ards the construction of the buildings in accord nce ith the educational grant-in-aid rules,

And whereas in pursuance of such agreement the -- Government have acquired full right and title to such portion of the above said lands as were not alre dy vested in Government, that is, the lands mentioned in Schedule under a document of transfer executed by the Bangalore Woollen, Cotton and Silk Mills Co , Ltd , on -

and registered in Book No
of the office,

Now this indenture witnesseth -

(1) That the second party do put the first arty in possession of the lands and buildings described in Schedules A and B, and grant to the first party in due course a t tle deed according to law containing the conditions of the grant hereby agreed to

(2) That the first party agrees to t ke s, as soon possession of the said lands and buildings is given to

istence a poly-technical and Industrial -

with other institutions connected with it, all the said institutions being entirely non-sectarian

(3) That the second party agrees to pay a total sum of Rs 10,000/- as a building grant under the educational grant-in-aid rules, towards the construction of the poly-technical and industrial school, as soon as the plans and estimates for such school are duly approved by Government

(4) That the conditions of the title deed to be granted by the second party shall be as follows -

(a) That the property covered by this agreement shall be used for the purpose of a non-sectarian poly-technical and industrial school and other institutions connected with it and hereinbefore referred to

(b) That if it is not so used, or if used for any other purpose without the sanction of Government, prior to the expiration of forty years from the date of delivery of possession of the lands, the grant is liable to be revoked by Government, and on such revocation the lands with all buildings constructed thereon shall revert absolutely to Government But if through no fault of the first party or on account of unforseen circumstances beyond their control, the first party is unable to use the lands for the purpose intended, it shall be lawful to Government either to resume possession of the lands after paying reasonable compensation for buildings constructed thereon at the expense of the first party or to arrive at some other arrangement as may be mutually agreed upon at the time

(c) That the lands or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for [illegible]

or local purpose

(d) That the mineral rights in the lands to be granted are to be reserved to Government

(Here enter specification of the land)

Schedule A

Acquired property

Scheaule B

Police station
etc

In witness whereof both the parties above entiered do set their hands and seals this day the -- - - - - - - - -

Witnesses

Mr 79-32-48

OFFICE OF THE DEPUTY COMMISSIONER
BANGALORE DISTRICT

In all future correspondence please quote
No. 65-L A.R.
En. Draft title Deed

Dated Bangalore the 4th Septr. 1934

53/L

FROM

M Chennaraj Urs, Esq.,
Deputy Commissioner
Bangalore District

CHIEF SECRETARY 4 SEP 1934

To

R Ranga Rao, Esq., B A, B L,
Chief Secretary
to the Government of Mys
Bangalore

SIR

Subject —

With reference to the correspondence ending with your memo No B dated 15-8-1934 forwarding a copy of the finally agreed draft of the agreement regarding the grant of lands for the construction of the Poly-technical School by the Roman Catholic Mission, I have the honour to state that the agreement was executed in duplicate on 17-8-1934 on a stamp paper of Re 0-10-0 each, the signatories being the Right Rev Mgr Despatures D D behalf of the Roman Catholic Mission and the Deputy Commissioner Bangalore District, representing the Government. The document has been registered as No 507 of Book No. 1 Volume 287 P.P. 348 363 on 21-8-1934 in the office of the Sub-Registrar of Bangalore Taluk.

I herein enclose a draft of the Title Deed proposed to be issued in pursuance of the instructions contained in para (1) of the said agreement, granting permission to His Lordship the Bishop of Mysore on behalf of the Roman Catholic Mission to occupy the property covered by the agreement aforesaid, subject to the conditions laid down in para (4) thereof. I to request you to be so good as to obtain the approval of Government for the same at an early date. On receipt of approval, further action will be taken in the matter.

I have the honor to be,
Sir,
Your most obedient servant

Deputy Commissioner

DRAFT TITLE DEED.

In pursuance of an agreement arrived at between the Right Rev Mgr Despatures, D.D on behalf of the Roman Catholic Mission of Mysore and the Deputy Commissioner, Bangalore District acting for and on behalf of the Government of His Highness the Maharaja of Mysore, executed on 17th August 1934 and registered as document No 507 of Book No I, Volume 287 P P 348 to 363 on 21-8-1934 in the Office of the Sub Registrar of Bangalore Taluk, permission is hereby granted to the said Right Rev Mgr Despatures D.D on behalf of the Roman Catholic Mission of Mysore, to occupy the Survey Numbers and the building site described in the margin, subject to the following conditions --

In the village of Bhogenahalli, Kasba Hobli, Bangalore Taluk, Bangalore District

	S.No	Description	Extent Sq A G Yds	Assessment Rs A P
1	8	Dry	6-29- 0	10- 0- 0
2	Portion of S No 9	Dry	7-25-85	13-14- 0
3	Portion of S No 10	Dry	3- 3-12	9- 8- 0
4	Portion of S No 10	Dry	0-23- 0*	- * including the site measuring 0A-2G occupied by the Police Station Building on the Mysore Road, Bangalore City

1. That the property covered by the aforesaid agreement and noted in the margin shall be used for the purpose of putting up a Poly-technical and Industrial School and other institutions connected with it and referred to in the agreement aforesaid, all the said institutions being entirely non-sectarian

2 That if it is not so used or if used for any other purpose without the sanction of Government prior to the expiration of Forty years from the date of delivery of possession of the lands, the grant is liable to be revoked by Government and on such revocation, the lands with all buildings constructed thereon shall revert absolutely to Government But if through no fault of the Roman Catholic Mission or on account of unforeseen circumstances beyond their control, the said Mission are unable to use the lands for the purpose intended,

it shall be lawful to Government either to resume possession of the lands after paying reasonable compensation for - buildings constructed thereon at the expense of the aforesaid Mission or to arrive at some other arrangement as may be mutually agreed upon at the time

3 That the lands or the buildings to be constructed thereon shall be liable to such rates or taxes other than land revenue as are or as may be imposed by law whether for General, Municipal or Local purpose

4 That the mineral rights in the lands granted are reserved to Government

M Chenaiah

Deputy Commissioner,
Bangalore District

Chennaraj Urs, B A ,LL B ,
C mmis

1394/34

DEPUTY COMMISSIONER'S OFFICE
BANGALORE

Urgent
C5-L.A.-R 38/33-34

Dated 5th September 1934

Dear Mr. Jaya Rao

I write to invite your kind reference to this office letter No C5-L A R 38/33-34 dated 4-9-1934, forwarding a draft Title Deed (to be issued to the Catholic Mission) regarding the grant of lands in Bhogenahalli village, Bangalore Taluk, for the construction of a Poly-technical School, for approval of Government, and to request you to kindly have the draft approved and sent urgently as the Mission authorities want the Title-Deed immediately

Yours sincerely,

H Chennaraj Urs

Where is the Reply?
1000
579

N R Jaya Rao, Esq , M.A ,LL B ,
Assistant Secretary to Government,
Law Department, Bangalore

OF HIS HIGHNESS THE MAHARAJA OF MYSORE

Ex Ma

General and Revenue Secretariat

No L M33

Bangalore Dated 7th September 1934

From ML 79-32-49
Encl one

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

The Deputy Commissioner
Bangalore District

Sir

With reference to your letter No C 5 LAR dated 4th September 1934 forwarding for approval a draft title deed proposed to be issued in respect of the grant of lands for the construction of a Poly-technical School by the Roman Catholic Mission, I am directed to send herewith a revised draft of the title deed for adoption and issue

I have the honour to be
Sir
Your most obedient servant,

A Subba Rao

for Chief Secretary to Government

WHEREAS under an agreement entered into between the Right Rev Mgr Despatures, D D , on behalf of the Roman Catholic Mission of Mysore (hereinafter called the Mission) and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Government of His Highness the Maharaja of Mysore and executed on 17th August 1934 and registered as document No. 507 of Book No 1 Vol 287 P P 348 to 363 on 21st August 1934 in the office of the Sub Registrar of Bangalore Taluk, the Government of Mysore have agreed to grant to the Mission free of cost but subject to certain conditions mentioned therein, the lands and buildings specified in the schedule hereunder written -

Now I, Mr M Chennaraj Urs, B , LL.B , the Deputy Commissioner of Bangalore District, acting under the authority of the Government of His Highness the Maharaja of Mysore, do hereby grant and confirm the said lands and buildings to the Right Rev Mgr Despatures, D.D , for and on behalf of the Roman Catholic Mission of Mysore to be held free from payment of land revenue but subject to the conditions hereinbelow mentioned -

Same as the conditions (a b,c & d) of the agreement

Specification of the lands and buildings

As in Land Revenue Rules page 75

Dated this day of

By order of the Government of His Highness the Maharaja of Mysore

Deputy Commissioner

Appendix F G—1]

SUBJECT

Section ml

File No 79-32

Serial No 49

Immediate

Diary No of letter replied to

No L 1733 / Enc one draft title deed

To The Dy Com, Bangalore Cl

Sir

General and Revenue Secretariat

( )

the *193*

With reference to your letter no C 52 AB 8/4 9 34 forwarding for approval a draft title deed proposed to be issued in respect of the grant of lands for the construction of a Polytechnical School by the Roman Catholic Mission, I am directed to send herewith a revised draft of the title deed for adoption and issue

Date of issue 7-9-34

Signed by Mr A Subba Rao

Thaver
RD 7/9/34
Chief Secy to Govt

List of enclosures

Copied by

Whereas under an agreement entered into between the Right Rev Mgr Despatures, D D on behalf of the Roman Catholic Mission of Mysore (hereinafter called the Mission) and the Deputy Commissioner, Bangalore District, acting for and on behalf of the Govt of His Highness the Maharaja of Mysore and executed on 17th August 1934 and registered as document no 507 of Book no 1 Vol 287 pp 348 to 363 on 21-8-34 in the office of the Sub-Registrar of Bangalore Taluk, the Govt of Mysore have agreed to grant to the Mission free of cost but subject to certain conditions mentioned therein, the lands and buildings specified in the schedule hereunder written,

Now I, Mr M Chennaraya Urs, BA & LB, the D C of Bangalore Dt acting under the authority of the Govt of H H the M of Mysore do hereby grant and confirm the said lands & buildings to the Right Rev Mgr Despatures, D D, for & on behalf of the Roman Catholic Mission of Mysore to be held free from payment of land revenue but subject to the conditions hereinbelow mentioned -

Same as the conditions (a to c and) of the agreement

Specification of the lands & buildings

As in Land Revenue Rules page 7.

Dated this ——— day of

By order of the Government of the Sedgley

Deputy Comr

[illegible]
6/9/24

Appendix F G—1]

SUBJECT

Section Inl

File No 79-32

Serial No 52

Diary No of letter replied to

No L 2971/en/sealed cover

To The Comptroller to Govt

General and Revenue Secretariat

( )

tne 19?

Sir:

I am directed to forward a sealed cover containing herewith for safe custody documents as per list enclosed re the grant of lands in Bhoganahalli Village Bangalore Tk. for the construction of a Polytechnical and Industrial school by the Roman Catholic mission

I have etc

Date of issue 24/10/34

Signed by Mr Asabba Rao

Last of enclosures

Asst 18/10

For Chief Secy to Govt

Memo 19/10 AV 19/10 L 2972 & 2971

copy to D e above for information in contn of his letter 100 L 2706 dt

WD 9289—GPB—20,500—[illegible] 79-32 & 10 10 34

List of documents —

1 The agreement between the Right Rev Mgr Despatures on behalf of the Roman Catholic mission and the Dy Comm Bloc Dn representing the Govt, executed and registered as No 50 of Book No 1 Vol 287 PP 348-363 on 21-8 34 in the office of the Sub Registrar of Bloc Taluk together with the 1 to 3 schedules A & B

2 The original Deed of transfer of lands covered by schedule A and executed by the Bloc woollen, cotton and silk mills Co Ltd on 10th March 34 in favour of the Dy Comm Bloc Dn on behalf of the Govt of Mysore and registered as document No 2061 of Book No 1 Vol 251, PP 376-389 on 12 3 34 in the office of the Sub Registrar of Bangalore City together with the previous Title Deeds - 26 in number, as per schedule enclosed, handed over by the said company.

3 ~~Typed copy of Title deed issued to the missionary fathers 11-9-34 relative grant of lands in Bangalore to the Church~~

4 Original acknowledgements Dt 29-9-1934 3) obtained by the Hon'ble Mr, Bloc Tahsildar Deputy Fire Officer & Inspector of Police for the 1 - items 1-3 of the Title Deed & that obtained by the Inspector of Police, B-Div Bloc in respect of item No 4 of the Title Deed viz Police station building etc.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

No L 2971/ml 79 32-52 **General and Revenue Secretariat**

Dated ~~Bangalore~~ ~~Mysore~~ Bangalore 10th October 1934
24

FROM

The Chief *Secretary to the Government of His Highness the Maharaja of Mysore*

To

The Comptroller to Government,

Bangalore

Sir

I am directed to forward herewith for safe custody the sealed cover containing documents as per list enclosed the grant of lands in Thoraghalli Village Bangalore Taluk for the construction of a Boys Industrial School in the Bangalore City by the Bangalore Municipal Corporation

I have the honour to be

Sir,

Your most obedient servant,

Sd/- P. Ranga Rao,

Chief Secretary to Government

/ 34

Memo No L 2972 Dated 10 10 1934
24

Copy of the above is forwarded with compliment to the Deputy Commissioner Bangalore District, for information in continuation of this office letter No L 2706/ 1 79-32 Dated 10.10.1934

By Order

For Chief Secretary to Government

OFFICE OF THE DEPUTY [redacted]
BANGALORE DIS[redacted]

Dated, Bangalore, the 29th Sept[redacted]

SIR

[redacted] reference to the correspondence ending with your [redacted] No.L 1733/[redacted] 79-32-49 dated 7th September 1934 forwardin[redacted] the title deed regarding the grant of lands [redacted] Bhanahalli village, Bangalore Taluk for the construction [redacted] technical and Industrial school by the Roman Catholic [redacted] have the honour to state that the Title Deed was [redacted] on the 11th September 1934 in the form approved by the [redacted] Copy of the same is herein enclosed for favour of [redacted] The possession of lands was handed over to Rev. [redacted] on behalf of the Lord Bishop of Mysore on the 20th [redacted] 1934. The acknowledgment obtained by the Amildar [redacted] from Rev Father Briand for having taken possession of property items 1 to 3 of the Title Deed and that [redacted] Inspector of Police, B Division, Bangalore City [redacted] item No.4 of the Title Deed viz. Palace [redacted] are herein enclosed in original [redacted] the following documents are here [redacted] over for being kept in safe custody [redacted] the Right Rev Mgr. De[redacted] and the [redacted]

2 The Original Deed of transfer of lands covered by schedule II and executed by the Bangalore Woollen Cotton and Silk Mills Co Ltd., on 10th March 1934 in favour of the Deputy Commissioner, Bangalore District on behalf of the Government of Mysore and registered as document No. 2061 of Book No 1, Volume 251, P.P 376-389, on 12-3-1934 in the office of the Sub-Registrar of Bangalore City, together with the previous Title Deeds - 26 in number, as per the list enclosed, handed over by the said company

The receipt of the above said documents, schedules, Title Deeds and maps may kindly be acknowledged

I have the honour to be.

Your most obedient servant

For Deputy Commissione
Bangalore Distric
(Absent From Station

T I T L E D E E D.

WHEREAS under an agreement entered into between the Right Rev Mgr. Destures, D.D. (on behalf of the Roman Catholic Mission of Mysore, (hereinafter called the Mission) and the Deputy Commissioner, Bangalore District, acting for and on behalf of Government of His Highness the Maharaja of Mysore and executed on 17th August 1934 and registered as document No 507 of Book No 1. Vol 287 P P 348 to 363 on 21st August 1934 in the Office of the Sub Registrar of Bangalore Taluk, the Government of Mysore have agreed to grant to the Mission free of cost but subject to certain conditions mentioned therein, the lands and buildings specified in the Schedule hereunder written

NOW I, Mr. M. Chennaraj Urs. B.A. LL.B. the Deputy Commissioner of Bangalore District acting under the authority of the Government of His Highness the Maharaja of Mysore do hereby grant and confirm the said lands and buildings to the Right Rev Mgr Destures. D.D. for and on behalf of the Roman Catholic Mission of Mysore to be held free from payment of land revenue but subject to the conditions herein below mentioned --

(1) That the property covered by the aforesaid agreement shall be used for the purposes of a non-sectarian Poly-technical and Industrial School and other institutions connected with it and hereinbefore referred to

(2) That it shall not be sold, or if used for any other purpose without the sanction of Government prior to the expiration of forty years from the date of delivery of possession of the lands, the grant is liable to be revoked by Government, and on such revocation the lands with all buildings constructed thereon shall revert absolutely to Government. But if through no fault of the Roman Catholic Mission authorities or on account of unforeseen circumstances beyond their control, the said Roman Catholic Mission is unable to use the lands for the purpose intended, it shall be lawful to Government either to resume possession of the lands after paying reasonable compensation for buildings constructed thereon at the expense of the said Roman

y be mutually agreed upon at the time.

That the lands or the buildings to be constructed thereon shall able to such rates or taxes other than land revenue as are or as e imposed by law whether for General, Municipal or Local purposes

That Mineral rights in these lands are reserved to Government

Specification of the lands and buildings

Taluk	Village	Name if any	Boundaries East	West	North	South	S No	Extent	Assessment
Bangalore	Bhogenhalli		S No 9	Mahomedan Burial ground in city limits	Scavengers quarters Road in City limits	Apex to Bangalore Mysore Road S No 9	S No 8	A G Dry 6-29-0	Rs a p 10-0-0
			City limits Pioneer Houses S No 10 Police Station	City limits S No 8	City limits scavengers' quarters in city limits Road Pioneer Houses.	Bangalore Mysore Road	Portion of S. No	7-25-85 Dry	13-14-0
			Agrahara Road in city limits	Road Pioneer Houses in city limits S No 9	Road Nanjundappa's plot Remainder of S. No 10	Police station Agrahara Road	(Portion of S. No	3-3-12 Dry	9-8-0
			Portion of S No 10 of Bhogenhalli village Agrahara Road	S No 9 of Bhogenhalli village	Portions of S Nos 9 & 10 of Bhogenhalli village.	Bangalore Mysore Road	Portion of S. No 10	dry 0-23-0 including the site measuring 0-2 occupied by the police station building on the Mysore Road, Bangalore City.	

ted this eleventh day of September 1934

By order of the Government of His Highness the Maharaja of Mysore

Sd/- M. Chennaraj Urs
Deputy Commissioner, Bangalore Dt

"Copy"

For Deputy Commissioner

SCHEDULE A.

lands proposed to be acquired in Jodi Kempapura Village

Taluk, Hobli and Village	Survey N	Wet or dry	Total extent	Kharab	Remaining extent	Assessment	Extent proposed to be acquired: Extent	Extent proposed to be acquired: Assessment	Boundaries
			A g	A g	A. g		A g		
Bangalore, Kasba Jodi Kempapura Village.	44	Dry	8 39	0 20	8 19		8 39	-	E t—G tt halli V llage B g h ll lim t West—V North—Ser l N 7 S th—Surv y N 46
Do	46	Do	11 30	1 30	10 0		11 30		E t—Bog halli lim t W t—V ni nd S rv y No 44 N rth—S rv y N 44
Do,	(2 pl ts) 47	Do	6 17	2 20	8 37		6 17		So th—B gan h lli lim t East—S y N 46 West—Pool n Surv y N 48
Do	Old 42 New 303	Do	10 14	0 16	9 38		8 25	..	N rth—Sur y N 46 d 45 S th— D 48 d 46 E t—V d Asw th katt W t—Railw y lin N th— Do
D	43	D	6 22	0 13	6 9	..	6 22		S th—S rv y N 43 E t—V West—S rv y N 49 N th—Old S y N 42 N S y N 303 d I lw y lin
Do	45	Do	9 13	0 4	9 9		9 13		S th—Surv y N 45 E t—V ni W t—S y N 49 N rth— 4D 48
D		D	1 24	0 10	1 12	..	1 24		S th—P l S y N 48 d S y N 47 ba t—G er me t pl t W t—V N th—R ilw y lin
D		D	V ni (G yt. l d)				1 30		S th—S y N 44 E t—S y N 44 46 d 47 S ra l N 7 West—S y N 42, 43 45 and 47 North—Railw y lin S th—E tenai f th v ni thward
					T t l acres		45 0		

SCHEDULE B

Details of lands belonging to the Bangalore Woollen Cotton and Silk Mills Co Limited Bhoganahalli Village

Taluk Hobli and Village.	Survey N	Dry wet	Kharab	Extent	Assment	Land belonging to the Bangalore Woollen Cotton and Silk Mills Co: Extent	Land belonging to the Bangalore Woollen Cotton and Silk Mills Co: Assment	Boundaries	Remarks
							R p		
Bangalore, Kasaba Hobli, Bhoganahalli Village.	8	Dry		*6 29 0	10	6 29 0	10 0 0	E t—S rv y N 9 West—M h m d B al G d City l m ts N rth—S gers q ter R d C ty lim t S th—Ap t B g l My R d S rv y N 9	~~Stone~~ Stone upright for wire fencing 96 Kolamohandas tree 45
D	Portion N 9	D	0 3	*9 24 0	14	7 25 85	13 14 0	East C ty l m t p ee h S y N 10 P l St t W t—C ty lim t S y N 8 North—C ty l m t S av g q ters C ty lim ts R ad P ne h So th—B g l re-Mys R d	Zone Sheet Shell two (1) 11-8"×23-11 Lake Vesanthapura 6'/10'5 × 26'6"
	Portion No. 10.	D	*1 33	7 18 0	15	8 3 12	9 8 0	East—Agr har Road C ty lim ts W t—Road p h se m C ty lim ts S ey N 9 N rth—Road N nd pp pl t m ind f Sur N 10 So th—P lice St t n Agr hara R ad.	Stone uprights for wire fencing 84 Trees — 52 Tube well also
					Total	17 17 97			

Binny & Co (Madras) Ltd

H. S. Town,

CHIEF SECRETARIAT

No L 4909—Ml 79 32 34 dated 2nd January 1934

Under Section 42 of the Mysore Land Acquisition Regula ion 1894 as amended from time to time Government are plea ed hereby to publish the agreement entered into with the Government by the Ban alore Woollen Cotton and Silk Mills Co npany Limited Banga lore under Section 41 of the said Regulation regarding the acquisiti n of certain lands in Jodi Kempapur Village Bangalore Taluk for the construction of a model village for the company s work people

Memorandum of agreement made this twenty third day of September one thousand nine hundred and thirty three between the Bangalor Woollen Cotton and Silk Mills Company Limit d hereinafter called the Company of the one part and the Government of His Highness the Maharaja of Mysore hereinafter called the Government of the other part

Whereas for the purposes of constructing a model village for the company s work people the Company has applied to the Government for the acquisition under the provisions of the Land Acquisition Reg ilation 1894 of the piece or par el of land containing 45 acres approximately situate in the Jodi Kempapur Villa e and adjacent to the Bangalore and Mysore Railways line and more particularly describe in Schedule A hereto and delienated in the Plan * I hereunto annexed

And whereas the Government being satisfied that the proposed acquisition is needed for the aforesaid purposes and that th aid work is likely to prove useful to the public has consented to acquire on behalf of t e Company the pi ce or parcel of land hereinafter descri bed in Schedule A above mentioned

And whereas the Government has required the Company under the provisions of Section 41 of the above mention d Re ulation to enter into the agreement with the Governmen hereinafter contained

Now this Indenture Witnesseth that it is hereby a reed and decla ed as follo ws —

1 That in lieu of payment to Gov rnment of the cost of a quisition of the said land the Company shall make over to Government all the land on the Mysore Road in Survey Nos 8 9 and 10 of Bh ranahalli Villa e belonging t the said Company and more fully described in Schedule B hereto and delienated in the Plan II h reunto annexed

2 That the Company shall make out a clear and full title to the said Bhoganahalli Village lands free from any and all encumbrances and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in Government

3 That on Government being put in possession of the Bhoganahalli Village lands as above mentioned but not before possession of the Jodi Kempapur lands shall have been taken under the provisions of the I and Acqui ition Regulation 1894 the Government shall make over po session of the said Jodi Kempapur lands free of all encumbrances to the Company but subject to the right of way provided for in the para next following and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company

4 That the lands to be handed over to the possession of the Company shall be held by the Company for the purpose hereinbefore mentioned and no fine or fee for the conversion of the said land into building sites for the said purpose shall be levied by Gove nment Out of the said lands a roadway of an eve width of 20 f et throu hout shall be left at the place and in the manner indicated in Plan I hereunto annexed for he passage of men cattle and carts the Company hereby a reeing to maintain this roadway at its cost and to keep it open for traffic

In witness whereof the Company has caused its commo n seal to be affixed and the Chief Secretary to the Government of Mysore for and on behalf of the Government has hereunto set his hand and seal the day and year first above written

The common seal of th above named Company was hereto affixed in the presence of

S Abdul Wajid
K R Kri hnaswamiengar } Directors

Binny & Co (Madras) Ltd
H S Town
Director
Agents Secretaries & Treasurers
The Bangalore Woollen Cotton and Silk Mills Co Ltd

Signed sealed and delivered by the Chief Secretary to the Government of Mysore on behalf of the G vernmen in the presence of

A SUBBA RAO
Assistant Secretary

R RANGA RAO
Chief Secretary to Government

[Th pl w th th co d th fh]

Appendix F G—1]

SUBJECT

Section Ml

File No 79-32

Serial No 51

Diary No of letter replied to L1478

General and Revenue Secretariat

( )

the *193*

Date of issue 10/10/34

Signed by Mr Subba Rao

List of enclosures

Copied by Jany 18/10/34

No L 2706.

To

The Deputy Commiss
Bangalore Di
Bangalore

Sir

I am directed to acknowledge the receipt the documents sent in cover ~~along~~ with your C5-L A R 38/33-34 29th Sep 1934, regarding grant of lands in Bhagmane village, Bangalore taluq, for the construction of a Poly-technical and Industrial School by the Roman Catholic Mission.

Manager

OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

K-2706/ul 79 32 *Bangalore Dated* 10th Oct 1934

The *Chief Secretary to the Government of His Highness the Ma*

To

The Deputy Commissioner,
Bangalore District, Bangalore

Sir

I am directed to acknowledge the receipt of the documents sent in a sealed cover with your letter No C5 L A P 38/33-34 dated 29th September 1934 regarding the grant of lands in Phogenahalli village, Bangalore Taluk for the construction of a Poly-Technical and Industrial School by the Roman Catholic Mission

I have the honour to be,
Sir,
Your most obedient servant,

Chief Secretary to Government

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